



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 6, 2023

AGENDA

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

A. OPENING

1. Invocation by Pastor Mike Swingle of First Baptist Church of Harbor Oaks
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. May 16, 2023 - Regular City Council Meeting
 - b. May 23, 2023 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval to award ITB #22-19 for city wide tree trimming to Enviro Tree Service LLC of Apopka, FL
 - b. Approval of Ratification for CrowderGulf Joint Venture Change Order No. 1 to Task Authorization No. 1 under the Standard Contract for Services CA7232 as it relates to payment of actual expenses due to Hurricane Ian
 - c. Approval of the renewal agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM
8. Approval to Submit Application for the Federal Fiscal Year 2023 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)
9. Resolution No. 23-19 - Approval of Fire Training Facilities Agreement

10. Resolution No. 23-20 - Approval of Florida Department of Transportation (FDOT) Agreement for State Highway Maintenance - Contract (ASW26) for Financial Project No.: 244608-1-78-03

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

D. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

E. SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

F. ADDITIONAL ITEMS

13. City Attorney
14. City Manager

G. COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports
 - a. River to Sea TPO - Vice Mayor Reed Foley
 - b. General Employee's Pension Board - Councilman Scott Stiltner

H. 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.

Regular City Council Meeting

6/6/2023

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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
MAY 16, 2023

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 Daniel Deig of Advent Health Mission & Ministry

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Attorney Matthew Jones City Manager Wayne Clark Assistant City Clerk Tracee Cody Administrative Assistant Meghan Meyer

RECOGNITION AND PROCLAMATIONS

4. Recognition of Sunshine State Sonar and Recon Dive Recovery for their efforts in finding Robert Heikka's vehicle

William "Bill" Proctor, Assistant Police Chief, along with the Mayor and Council, presented citizen commendation awards to Mike Sullivan and John Martin of Sunshine State Sonar and Ken Fleming of Recon Dive Recovery for their efforts in finding Robert Heikka's vehicle. Assistant Chief Proctor provided the details of the case and the men recalled the events that led to the discovery of the missing teacher's vehicle.

5. Teachers Appreciation Week

Mayor Don Burnette read the proclamation for Teachers Appreciation Week and presented it to Christine "CJ" Allen, President of Volusia United Educators-Retired, and her colleagues.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

8. Approval of Minutes

a. April 25, 2023 - City Council Workshop Meeting

b. May 2, 2023 - City Council Regular Meeting

9. Bid Awards and Contract Items

a. Approval to award RFSQ #23-11 Grant Management Services for FEMA Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) Stormwater & Drainage Improvement Projects to Pegasus Engineering, LLC

b. Approval of Task Authorization No. 3 to Schenkel & Shultz, Inc. for the Police Department HVAC Assessment

10. Resolution No. 23-17 - Approval of Second Quarter Budget Amendments for Fiscal Year 2022-2023

11. Resolution No. 23-18 - Adoption of Facility Plan for Water Reclamation Facility

12. Approval for Reinstatement of Years of Service for Charles Quinn

13. Approval of the Proportionate Fair-Share Agreement for the Sherwin Williams Paint Retail Store (Case No. SPIN 23-0005)

14. Approval of the Economic Incentive Agreement for Olsen Custom Homes & Consulting Inc. - Chapter 20 Targeted Business Program

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Robert Reinhausen, resident, recommended that Council consider turning over the YMCA building to Parks & Recreation department. He believes the pool and workout equipment would be a complement to the newly renovated REC center.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Councilman Tracy Grubbs commented about the REC center and that it can be utilized for meetings. He also wanted to make residents aware and remind them that when

using See, Click, Fix, the City is being notified to address an issue. However, based on multiple factors, some may take a bit longer to address than others but assured the residents that the City is tending to the issues. Lastly, he suggested creating trails, for walking and biking, to connect the city parks together. He would like Council to consider initiating discussions with FPL to also connect power lines to tie the parks together.

Councilman Scott Stiltner touched on the car show event that comes to City Center on the 2nd Saturday of the month and encouraged residents to attend for a nice, relaxing day.

Mayor Burnette advised residents and businesses that the City has an Ordinance that requires a solicitation permit in hopes of businesses operating lawfully and protecting residents; however, Councilman Stiltner pointed out that they would need extra permission from a homeowner's association to solicit in those subdivisions that are posted "No Soliciting".

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball, member of CAC for TPO, provided an update. Councilman Stiltner requested future updates on the Pioneer Trail/I-95 project.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-03 – Fourth Amendment to the Master Development Agreement for the Riverwood Planned Unit Development / Case No. PRZA-23-0001

Mayor Don Burnette read Ordinance No. 2023-03.

ORDINANCE NO. 2023-03

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

Motion to approve Ordinance No. 2023-03 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried 4-1 by roll call vote with Councilman Drew Bastian voting no.

18. Approval of a Special Exception to allow off-site parking at 3640 Nova Road (Case No. CUSE-23-0001)

Motion to approve a Special Exception to allow off-site parking at 3640 Nova Road was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Penelope Cruz, Planning Manager, provided details of the request for off-site parking at Giuseppe's Steel City Pizza.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

19. City Attorney

There was nothing further.

20. City Manager

Mr. Clark said a link is on the City's website to the I-95/Pioneer Trail Department of Transportation project.

a. City Manager Evaluation

Council provided the City Manager with feedback based on the past year's performance. Compensation was discussed and Mayor Burnette recommended a \$12,000 increase to stay competitive with the market.

Motion to approve a \$12,000.00 annual raise for the City Manager, effective October 1, 2023, was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Mr. Clark thanked Council and the community for the opportunity and City Staff for their hard work.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. Arthaus - Vice Mayor Reed Foley

There hasn't been a meeting since Vice Mayor Foley was appointed.

b. Fire Pension Board - Vice Mayor Reed Foley

Vice Mayor Foley provided details from their recent meeting. The next meeting will have a presentation to consider hiring an independent auditor.

c. Police Pension Board - Councilman Drew Bastian

Councilman Bastian provided details from their recent meeting.

d. Roundtable of Elected Officials - Mayor Don Burnette

Mayor Burnette provided details from their recent meeting.

e. First Step Shelter - Mayor Don Burnette

There hasn't been a meeting since Mayor Burnette was appointed.

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

Mayor Don Burnette introduced Barbara Ann Heegan, President and CEO, and Tony Tucci, board member, to speak on upcoming events.

ADJOURNMENT – 7:29 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 23, 2023

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Tracee Cody

DISCUSSION ITEMS

4. Budget Workshop Discussions (Preliminary Capital Improvements Plan, Vehicle Replacement, Capital Outlay Request and Requested Service Enhancements)

Wayne Clark, City Manager, gave a brief overview of the budget process and the presentation. Jonathan McKinney, Assistant City Manager, provided information regarding preliminary Capital Improvement Plan projects, City vehicle replacements and new requests, Capital Outlay requests, and requested service enhancements. Council discussed their concerns about creating new positions versus filling current vacancies and would like to see the costs saved from overtime by existing positions. Mayor Don Burnette stressed the importance of the city wide fees being reviewed at least every 5 years, including impact fees and a master plan. Councilman Scott Stiltner wants further research on health insurance to make sure rates are competitive, per employee, with neighboring cities. Mr. McKinney emphasized the numbers are preliminary until staff has better information on taxable value and state revenue. The next steps will be further workshop discussions and to set the maximum millage rate.

ADJOURNMENT – 6:15 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B7a) Approval to award ITB #22-19 for city wide tree trimming to Enviro Tree Service LLC of Apopka, FL

DEPARTMENT: Public Works

GOAL: 1-Public Safety

RECOMMENDED MOTION: Move to approve bid award for ITB #22-19 for city wide tree trimming to Enviro Tree Service, LLC of Apopka, FL.

SUMMARY: City-wide tree trimming was previously under contract with M&B Tree Service, LLC. The original contract term was 2 years with no renewal options. The contract expired and a new Invitation to Bid was published.

On March 23, Staff received three (3) submittals for ITB #22-19 Citywide Tree Trimming and Removal Services. The competitive bid request was based on a price per species, for trimming city properties and rights of way. An estimated number of species at each city location was developed and provided to the bidders for guidance in preparing their bids. The bid requires trimming two times per year, during the months of April and October. The number of trees and locations are subject to change based on the needs of the city. However, the cost to trim each specific type of palm is set based on the bid price.

The Public Works Department carefully evaluated each bid and is requesting the bid be awarded to Enviro Tree Service, LLC. Enviro Tree Service, LLC was deemed the lowest, responsive bid at \$83,396.00. The bid will be awarded based on a price per trim, per species, and is subject to the budget approved by the Council. The contract will have an initial two (2) year term with the option to renew for one (1) additional one-year term. Renewals will be approved by the City Manager with the budget as approved by City Council.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Enviro Tree Service, LLC - Standard Contract for Services ITB 22-19 City Wide Tree Trimming	Enviro Tree Service, LLC - Standard Contract for Services ITB 22-19 City Wide Tree Trimming.pdf
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2.	ITB # 22-19 Signed Affidavits	ITB # 22-19 Signed Affidavits.pdf
3.	COI - Enviro Tree Service LLC GL AL 7.16.2023 WC 5.3.2023	COI - Enviro Tree Service LLC GL AL 7.16.2023 WC 5.3.2023.pdf
4.	ITB 22-19 Schedule of Unit Pricing FINAL 1.26.2023	ITB 22-19 Schedule of Unit Pricing FINAL 1.26.2023.pdf
5.	ITB 22-19 Citywide Tree Trimming and Removal Services FINAL 2.10.2023_2	ITB 22-19 Citywide Tree Trimming and Removal Services FINAL 2.10.2023_2.pdf
6.	ITB 22-19 Addendum No.1 draft 2 (3.14.2023)	ITB 22-19 Addendum No.1 draft 2 (3.14.2023).pdf
7.	ITB 22-19 Bid Tabulation FINAL (3.30.2023)	ITB 22-19 Bid Tabulation FINAL (3.30.2023).pdf
8.	ITB 22-19 Notice of Intent to Award FINAL (4.3.2023)	ITB 22-19 Notice of Intent to Award FINAL (4.3.2023).pdf
9.	ITB # 22-19 Enviro Tree Service LLC submittal 3.23.2023 (Copy)	ITB # 22-19 Enviro Tree Service LLC submittal 3.23.2023 (Copy).pdf
10.	ITB#22-19 City Wide Tree Trimming Signed (3.10.2023)	ITB#22-19 City Wide Tree Trimming Signed (3.10.2023).pdf
11.	Enviro COI - updated	Enviro COI - updated.pdf

Barbara Abbate
Tom DiEulio
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 5/10/2023
Approved - 5/11/2023
Approved - 5/11/2023
Approved - 5/23/2023
Approved - 5/25/2023
Final Approval - 6/1/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ENVIRO TREE SERVICE, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 3202 Phils Lane, Apopka, Florida 32712. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Citywide Tree Trimming and Removal Services, and as more specifically described in Intent to Bid 22-19 ("ITB 22-19"). This Contract together with ITB 22-19, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 of ITB 22-19, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22-19 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed budget appropriation for the then fiscal

year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

18. Inspection

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

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

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

19. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

23. 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.

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tom DiEulio, Public Works Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5592
Contractor:	Enviro Tree Service, LLC Attention: Melinda B. Tankersley, Managing Member 3202 Phils Lane Apopka, Florida 32712 (407) 574-6140 - Telephone mtankersley@envirotreeservice.com - E-Mail

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

28. Contract Construction

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

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

Witnesses:

ENVIRO TREE SERVICE, LLC

Printed Name: _____

Printed Name: _____

By: _____

Melinda B. Tankersley, Managing Member

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

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 8 Pages

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING



CITY OF PORT ORANGE (ATTACHMENT 1) SCHEDULE OF UNIT PRICING ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

Completed (Attachment 1) MUST be included with Bid Submittal

Bidders are required to complete all fields shaded in Green

NAME OF BUSINESS:	Enviro Tree Service LLC
CONTACT PERSON:	Joshua Tankersley
EMAIL ADDRESS:	jtankersley@envirotreeservice.com
AUTHORIZED SIGNATURE:	

TYPE OF PALM TREE	FLAT RATE/TREE
CABBAGE	\$40
WASHINGTONIA	\$50
MADJOO	\$150
SABLE	\$40
CANARY	\$150

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Palm Tree Trimming						
ITEM #	LOCATION	TYPE OF PALMS	UNIT OF MEASURE	ESTIMATED NUMBER OF PALMS	FLAT RATE/TREE	EXTENDED PRICE
FACILITIES						
1	City Hall Complex (City Center)	Cabbage Palms	Each	50	\$40	\$ 2000 -
2	City Center Dr. @ Annex	Washingtonia	Each	3	\$50	\$ 150 -
3	City Center Dr. @ Annex	Madjool Palms	Each	3	\$150	\$ 450 -
4	Public Works Facility Site	Cabbage Palms	Each	23	\$40	\$ 920 -
5	Fire Station #71 Site	Cabbage Palms	Each	2	\$40	\$ 80 -
6	Fire Station #71 Site	Washingtonia	Each	5	\$50	\$ 250 -
7	Fire Station #72 Site	Cabbage Palms	Each	40	\$40	\$ 1600 -
8	Fire Station #75 Site	Cabbage Palms	Each	24	\$40	\$ 960 -
9	Police Department Site	Madjool Palms	Each	1	\$150	\$ 150 -
10	Causeway Park	Sabal Palm	Each	351	\$40	\$ 14,040 -
11	Riverside And Riverwalk Park/Chamber of Commerce	Sable Palm	Each	177	\$40	\$ 7,080 -
12	Gateway Park	Washingtonia	Each	4	\$50	\$ 200 -
Facilities Total Trees:				683	SUB-TOTAL:	\$ 27,880 -
RIGHTS OF WAY						
13	Ridgewood Avenue SE corner	Cabbage Palms	Each	5	\$40	\$ 200 -
14	Ridgewood Avenue Medians	Madjool Palms	Each	55	\$150	\$ 8,250 -
15	Dunlawton Avenue Medians	Washingtonia	Each	86	\$50	\$ 4,300 -
16	Dunlawton Avenue Medians	Madjool Palms	Each	3	\$150	\$ 450 -
17	Nova Road Medians	Cabbage Palms	Each	18	\$40	\$ 720 -
18	Nova Road Medians	Madjool Palms	Each	24	\$150	\$ 3,600 -
19	Town West Boulevard Medians	Washingtonia	Each	121	\$50	\$ 6,050 -
20	Coraci Boulevard Medians	Washingtonia	Each	45	\$50	\$ 2,250 -
21	McGinnis Avenue Medians	Washingtonia	Each	81	\$50	\$ 4,050 -
22	Tree Garden Drive Median	Cabbage Palms	Each	10	\$40	\$ 400 -
23	Tree Garden Drive Median	Canary Date	Each	6	\$150	\$ 900 -
24	Wiltshire Boulevard & Countryside Medians	Cabbage Palms	Each	24	\$40	\$ 960 -
25	Coral Way Medians	Cabbage Palms	Each	12	\$40	\$ 480 -
26	Willow Run Blvd	Washingtonia	Each	42	\$50	\$ 2,100 -
Rights of Way Total Trees:				532	SUB-TOTAL:	\$ 34,710 -
TOTAL PALM TREE TRIMMING:						\$ 62,590 -

Tree Trimming, Removal & Stump Grinding			
ITEM #	DESCRIPTION	UNIT OF MEASURE	PRICE
27	Tree Removal (less than 12" dia.)-includes debris removal and disposal	each	\$ 600 -
28	Tree Removal (> 12" to 24" dia.)-includes debris removal and disposal	each	\$ 1200 -
29	Tree Removal (>24" to 36" dia.)-includes debris removal and disposal	each	\$ 2800 -
30	Tree Removal (>36" to 48" dia.)-includes debris removal and disposal	each	\$ 3,500 -
31	Tree Removal (>48 to 60" dia.)-includes debris removal and disposal	each	\$ 5,000 -
32	Tree Removal (>60" dia.)-includes debris removal and disposal	each	\$ 6,500 -
33	Stump Grinding (stumps to be ground 6" below existing ground level)	inch	\$ 6 -
34	2-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 200 -
35	3-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 300 -
36	4-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 400 -
37	Emergency Tree Work	hour	\$ 150 -
38	Hazard Tree Work	hour	\$ 150 -
TOTAL TREE TRIMMING, REMOVAL & STUMP GRINDING:			\$ 20,700 -
GRAND TOTAL:			\$ 83,650 -

SECTION 3 – SCOPE OF WORK

SCOPE OF WORK:

Palm Tree Trimming Specifications

Price will be submitted as a flat rate for each type of palm tree.

1. Work Schedule:

- a. It is the City's intent that trimming of ALL palm trees (Sabal, Cabbage, Washingtonia, Canary Date and Medjool) be conducted bi-annually, during the months of April and October.
- b. Contractor shall give two (2) weeks advance notice prior to start date for EACH service location.

2. Tree Contamination Protection Requirements:

- a. In order to avoid spreading fungus and other contaminations from one palm to another, the Contractor will be required to take all necessary precautions including dipping pruning tools in a cleaning agent between each palm tree.
- b. The Contractor will be responsible for removal and replacement of palms (same size and type) that are infected by diseases or fungus caused by the Contractor's negligence.

3. General Requirements:

- a. Contractor must use a bucket lift for all trees. Use of spikes to climb trees is prohibited in all locations.
- b. Trim palm fronds up to the 9:00 o'clock & 3:00 o'clock positions, removing all berry stalks and all boots.
- c. All palm fronds and debris to be properly disposed of by the Contractor. No debris is to be left on the ground, curbside or in the roadway.
- d. Vines, suckers, strangler figs and unwanted ferns are to be removed from ALL palms. If the palm is at risk of being damaged by these removals, then the City representative/inspector will notify the supervisor for further action.
- e. All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) – 2017 Pruning Standard and the companion publication Best Management Practices, Tree Pruning. In all cases, the City's Representative/Inspector shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's Representative/Inspector shall be excluded from payment.

4. Safety:

- a. Contractor will be responsible for safe conduct and use of equipment on job site. Including, safety PPE and will be MOT certified.
- b. All maintenance work must comply with FDOT requirements and specifications, including prescribed hours allowed for work to be performed, if any, and all safety requirements. Traffic control for Dunlawton Ave, Ridgewood Ave, and Nova Rd trimming using bucket truck must comply with FDOT Maintenance of Traffic Standards. (Index 600 Series).
- c. Highway lane closures should be avoided, however, in the event a lane closure becomes necessary, it must be approved by the City of Port Orange Public Works Department and the Police Department with a minimum of 48 hours advance notice.

5. Inspection & Billing:

- a. The Contractor is to notify the City Representative/Inspector within 24 hours of location service completed for inspection and approval.
- b. The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.
- c. Billing shall be for actual services provided. The bills will itemize costs by the location, number and type of trees (as applicable). Each invoice will include the City's purchase order number.

It shall be noted that the City may have palm trees removed in the event of car accidents, weather disasters, beautification projects, etc.

Citywide Tree Trimming, Removal and Stump Grinding

Work shall consist of tree removal, tree trimming, stump grinding, and Certified Arborist's professional recommendations on an as needed or emergency basis. Hand labor and specialized equipment will be required to perform this type of work.

All work shall be performed utilizing best arborist practices. The Contractor shall take all care necessary not to impact adjacent properties. The contractor shall be required to obtain legal access to private property when necessary and coordinate with utility companies to perform some services specified in this document. Obtaining access to private property and utility coordination are to be considered incidental and no additional compensation will be paid. The services to be provided by the Contractor will be on an as needed basis and will be determined by the City.

The Contractor shall furnish all labor, equipment, Maintenance of Traffic (MOT) apparatus, tools, and other incidentals in order to perform all work necessary specified in this scope. This work shall be furnished in accordance with all conditions specified in the contract documents. All of the City's rights-of-way including, but not limited to other City properties such as parks and facilities, are eligible for work specified in this contract as authorized by the City designee. The Contractor may be required to attend pre-scheduled meetings as determined by the City or City designee without additional compensation.

Routine Tree Removal: Routine tree removal is defined as any tree removal work, determined by the City, that requires a response but which poses no immediate risk or danger of life and property. The Contractor shall be expected to remove all debris and rake clean to a condition equal to or better than the pre-tree removal condition, unless otherwise directed. All routine tree work shall require the Contractor to respond within seven (7) calendar days of notification by the City. When performing tree removal work (routine and emergency) all trees must be cut to ground level.

Routine Tree Trimming: Routine tree trimming is defined as tree trimming that requires the Contractor to remove all tree debris generated by the trimming operation. This work shall also include the removal and disposal of mistletoe, Spanish Moss and vines. All routine tree trimming shall require the Contractor to respond within seven (7) calendar days of notification by the City.

Stump Grinding: Stump grinding is defined as the base of a tree trunk and its roots being removed by a machine that cuts the wood into very small pieces (chips). The City will determine and/or approve the diameter of the stump prior to grinding. Stumps and roots must be ground to a depth of six (6) inches below existing ground level. Chips produced by the grinding process shall not be spread beyond the disturbed area. Chips in excess of three (3) inches above the existing ground level must be removed and raked by the Contractor to eliminate any above ground hazards and to maintain a neat appearance. Chip removal is to be considered incidental and no additional payment will be made for this service. All stump grinding shall require the Contractor to respond within seven (7) calendar days of notification by the City. All stump grinding required in conjunction with tree removal shall be completed no later than two (2) calendar days after the tree removal has been performed.

Emergency Tree Work: Emergency tree work is defined as any work, determined by the City, that requires an immediate response to mitigate an imminent danger to life or property. All emergency tree work shall require the contractor to respond within two (2) hours of notification by the City. The Contractor shall be guaranteed a minimum of two (2) hours per call out for a crew at the Contractor's hourly price. Emergency tree work will include, but not be limited to, tree removals and tree trimming.

Hazard Tree Work: Hazard tree work is defined as any work, determined by the City, that requires a quick/timely response to mitigate a possible risk to life or property. All hazard tree work shall require the contractor to respond within twenty-four (24) hours of notification by the City. The Contractor shall be guaranteed a minimum of two (2) hours per call out for a crew. Hazard tree work will include but not be limited to tree removals and tree trimming.

Certified Arborist's Recommendations: At times, the City may require a Professional Certified Arborist's recommendation. This recommendation should be based on the knowledge that the City desires only to remove trees and limbs having imminent potential to cause damage or injury and to maintain as many trees as possible to preserve the natural setting/beauty of the area. When a recommendation is required, the Contractor shall respond within twenty-four (24) hours of notification by the City. The Certified Arborist's written recommendation on the Arborist's or Contractor's letterhead shall be submitted to the City within forty-eight (48) hours of the site visit inspection.

Additional Requirements:

- a. The Contractor shall have at least one employee with an Intermediate Temporary Traffic Control (Maintenance of Traffic) certificate, who shall be no more than sixty (60) minutes from each job site at all times. Evidence of this certification must accompany bidder's submittal.
- b. When tree removal is required and stump grinding has not been requested, all stumps must be cut to a height of no greater than three (3) inches above existing ground level to eliminate any above ground hazards.
- c. For all tree trimming and tree removal work, the area must be raked clean, removing all twigs, sticks, leaves, limbs, and other debris (in a condition equal to or better than the pre-tree removal condition).
- d. Tree removal shall be at the contract price. The price shall include all limb removal, roping, and other work that may be required to take down trees.
- e. At a minimum, all mobile equipment used on City rights-of-way shall be equipped with amber flashing lights and white or amber strobe lights and all safety devices installed by the manufacturer.

All equipment necessary for the proper execution of the Contract shall be maintained to produce quality work. At the time of submission of the bid, the Contractor must possess the capabilities to perform promptly after assignment by the City. The Contractor has the option to choose the type of equipment needed to perform any given task, as long as the equipment meets minimum requirements as specified in these documents and is of substance and function that allows the work to be completed according to contract specifications. No extra costs will be incurred by the City for the re-work of specific areas that are unacceptable due to equipment, operator or laborer.

Responsibility For Layout Of Work: The City will supply the Contractor with a location of requested work. Upon receipt, the Contractor will provide the City with a projected completion date and cost estimate, if required, for each location.

Quality Control and Inspection - The Contractor shall notify the City, after the completion of each project no later than 8:15 am the following business day. This may be accomplished by either e-mail or telephone, enabling the City to complete inspections timely and allow the Contractor to perform any necessary re-works so payments will not be delayed.

Protection of Overhead Utilities: The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The Contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The Contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor

Traffic Control:

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

Protection of Underground Utilities: The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700.

Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

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CITY OF PORT ORANGE

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

ADDENDUM # 1

March 15, 2023

ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 16, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

LOCAL BUSINESS ELIGIBILITY

The following language is hereby added to Section 6 – Special Requirements/Instructions:

LOCAL PREFERENCE

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the

following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

FORM 7.13 LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY is hereby added to ITB #22-19 and must be included in bidder's submittal. **FORM 7.13** can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

BONDS

All Bid Bond and Payment and Performance Bond requirements are hereby removed from ITB #22-19. All references to them contained in the Table of Contents, Section - 6 Special Requirements/Instructions (pg.37) and Section 7 – Required Forms (pg.39) are hereby entirely removed.

A. CLARIFICATIONS:

None

B. CHANGES TO SCOPE OF WORK:

None

C. QUESTIONS AND ANSWERS:

QUESTION #1: On a hazard response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any hazard response.

QUESTION #2: On an emergency response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any emergency response.

QUESTION #3: Does the performance bond get completed prior to the contract submission? Or would it be addressed after being awarded the contract?

ANSWER: This requirement has been removed from the Invitation to Bid. Please refer to the **BONDS** information provided herein.

In all other respects, except as specifically stated herein, the subject ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Worker's Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT (for informational purposes only)

EXHIBIT CONTRACT # ITB#22-19

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

OR

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

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: Enviro Tree Service LLC

Signature of Owner/Officer: Melinda Jany

Title: Owner/CFO/CEO Date: 4/3/23

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION (for informational purposes only)

State of Florida

County of Orange

I, Melinda Tankersley, 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 sail Laws with the _____ Company, under the terms of Policy Number ARB-WK for a period from 5/3/2022, 20__ to 5/3/2023, 20__. 10000064-04

WITNESS:

By: _____

Name: Joshua Tankersley

CONTRACTOR:

Company: Enviro Tree Service LLC

By: Melinda Tankersley

Name/Title: Melinda Tankersley,
Owner/CEO/CFO

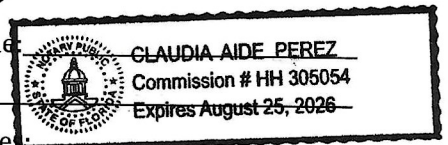
Sworn to/Affirmed and subscribed before me this 03 day of April, 2023 by Melinda Tankersley who is personally known to me or who produced _____ as identification.

Claudia
NOTARY PUBLIC - STATE OF

Type or Print Name:

Commission No.:

Commission Expires:



(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2023

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

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

PRODUCER Jones Insurance Advisors, Inc. 3885 20th Street Vero Beach FL 32960	CONTACT NAME: Jones Insurance Advisors, Inc.		
	PHONE (A/C, No. Ext): (772) 569-6802	FAX (A/C, No): (772) 569-6899	
	E-MAIL ADDRESS: bob@jonesia.com		
INSURED ENVIRO TREE SERVICE, LLC 3202 PHILS LANE APOPKA FL 32712	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nova Casualty Company		42552
	INSURER B: Nova Casualty Company		42552
	INSURER C: Nova Casualty Company		42552
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

17318

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	ARB-ML-10000166-07	07/16/22	07/16/23	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☐ POLICY ☒ PROJECT ☐ LOC							PRODUCTS-COMP/OP AGG \$ 2,000,000
OTHER:							\$
A	☒ AUTOMOBILE LIABILITY	Y	Y	ARB-ML-10000166-07	07/16/22	07/16/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR	Y	Y	ARB-UM-10000045-07	07/16/22	07/16/23	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	ARB-WK-10000064-04	05/03/22	05/03/23	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	☒ N						E.L. DISEASE-EA EMPLOYEE \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Port Orange is included as an Additional Insured on the General Liability and Automobile Liability policies when required by written contract. The General Liability and Automobile Liability policies are written on a Primary and Noncontributory basis. All policies contain a Waiver of Subrogation in favor of the City of Port Orange when required by written contract. The Umbrella policy is written on a Follow Form basis.

CERTIFICATE HOLDERCity of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129**CANCELLATION**

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

Attention:

Robert K. Jones Lic # A134715

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 2. Exclusions is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON-OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- a. Less than 52 feet long; and
b. Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

4. The last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy. This additional insured status applies to liability because of "bodily injury", "property damage", or "personal and advertising injury", but shall not apply to any independent acts or omissions of such person or organization who qualifies as an additional insured.

a. This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
(2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with premises owned by or rented to you; or
(2) In the performance of your ongoing operations.

- b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or "bodily injury", or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured but only with respect to liability caused, in whole or in part by the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is a grantor of a franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or has some other interest in land that has been leased to you, that person(s) or organization(s) is only an additional insured with respect to liability caused, in whole or in part by the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land;
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to liability caused, in whole or in part, by the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.
- j. If the additional insured has a controlling interest, that person(s) or organization(s) is an additional insured but only for liability caused, in whole or in part, by:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that controlling interest.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides

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coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs B.1. and B.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

With respect to the insurance afforded to an additional insured as provided in paragraphs B.1. and B.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Paragraph B. **ADDITIONAL INSUREDS** does not apply to such person(s) or organization.

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to include:

For the purposes of this endorsement, this insurance shall be either primary, or primary and non-contributory if the written contract or written agreement between you and the additional insured requires primary, or primary and non-contributory status for the additional insured. This insurance shall be excess to any other policy providing additional insured coverage to the additional insured person or organization for the same claim or "suit".

C. **SECTION II – WHO IS AN INSURED** is amended as follows:
BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

- 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under

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any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

- D. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, or leaks from automatic fire protective systems.
- E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
1. **KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**
The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:
- a. You, if you are an individual;
 - b. A partner or member if you are a partnership or joint venture;
 - c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
 - d. A member or manager if you are a limited liability company; or
 - e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.
- Knowledge of an “occurrence”, offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.
2. **FAILURE TO DISCLOSE HAZARDS**
The following is added to Paragraph 6. **Representations**:
If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, then we will not deny coverage under this Coverage Part because of such failure.
This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.
3. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us**:
We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
- F. **SECTION V – DEFINITIONS** is amended as follows:
1. **BODILY INJURY**
The definition of “bodily injury” in Paragraph 3. is deleted and replaced by the following:
“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
2. **PERSONAL AND ADVERTISING INJURY**
The definition of “personal and advertising injury” in Paragraph 14.b. is deleted and replaced by the following:
Abuse of process; and malicious prosecution;

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply. Unless otherwise indicated, the following provisions amend the Business Auto Coverage Form.

A. ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to add:

1. Additional Insured If Required By Contract Or Agreement

When you have agreed in a written contract or written agreement to provide insurance for an additional insured, such person or organization is included as an "insured":

- a. Only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under Paragraphs a. or b. of **Who Is An Insured**, with regard to the ownership, maintenance or use of a covered "auto", and
- b. The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (1) During the policy period, and
 - (2) Subsequent to the execution of such contract or agreement, and
 - (3) Prior to the expiration of time that the written contract or agreement requires such additional insured coverage to be provided.
- c. The most we will pay on behalf of such additional insured is the lesser of:
 - (1) The Limits of Insurance specified in the written contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.
- d. The amount in c. above shall be a part of and not in addition to the Limits of Insurance shown in the Declarations.
- e. This insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary, otherwise this coverage is excess.

2. Broadened Named Insured

- a. Any legally incorporated business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such organization of more than 50%. The Named Insured does not include any organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the business entity.

3. Employees As Insureds

Any "employee" of yours while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

4. Lessors As Insureds

- a. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and

- (2) The "auto" is leased without a driver.
- b. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. "Loss" to a covered leased "auto" is subject to the following:
 - (1) We will pay, as their interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
 - (2) The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
 - (3) If we make any payment to the lessor, we will obtain his or her rights against any other party.

B. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. does not apply to the accidental discharge of an airbag:

1. This coverage is excess of any other collectible insurance or warranty.
2. No deductible applies to this coverage.

C. AUTOS RENTED BY EMPLOYEES

1. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.
2. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. 5. Other Insurance** is amended by adding:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

D. CANCELLATION CONDITION

Paragraph **2.b.** of **A. Cancellation**, of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

E. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

1. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 5.:**
Electronic navigation equipment that is not permanently installed in the covered "auto". However, if the equipment is stolen, the equipment and any mounting or power accessories must not have been visible from the exterior of the covered "auto".
2. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, Paragraph 2.:**
Electronic navigation equipment that is not permanently installed in the covered "auto."

F. EXTRA EXPENSE

We will pay up to \$2,500 for any expense incurred for the return of a covered stolen "auto" to you. This coverage does not apply to Hired Auto Physical Damage Coverage.

G. FELLOW EMPLOYEE COVERAGE

SECTION II - LIABILITY COVERAGE, Paragraph B. Exclusions, 5. Fellow Employee is deleted and replaced by the following:

1. "Bodily Injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto" you own or hire; the covered "auto" is used with your permission; and if you have workers' compensation insurance in-force covering all of your "employees."

- 2. Coverage is excess over any other collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

- 1. If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage is provided under this Coverage Form for owned "autos", then the Physical Damage Coverages provided are extended to any "auto" you hire or borrow from someone other than your "employees", members or partners, or any member of their household.
- 2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. \$50,000, subject to a policy annual aggregate limit of \$100,000;
 - b. The actual cash value of the damaged or stolen "auto" at the time of the "loss"; or
 - c. The cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality.
- 3. If you are legally liable for the "accident", we will also pay up to \$1,000 per "accident" for the actual loss of use to the owner of the covered "auto".
- 4. Paragraph 2. above is subject to a deductible, which is determined by the lowest deductible applicable to any owned "auto" for that coverage and vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
- 5.
 - a. Hired Auto Physical Damage coverage is primary for any covered "auto" you hire without a driver, and excess over any other collectible insurance for any covered "auto" that you hire with a driver.
 - b. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5.b. Other Insurance** is amended to delete the following:
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- 6. If symbol 8 is shown on the Covered Auto section of the Policy Declarations page for any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described in this endorsement does not apply.
- 7. This coverage does not apply to leased "autos" for which you are required to provide physical damage coverage as part of a written lease agreement.

I. HYBRID AUTO PAYMENT COVERAGE

- 1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If the "auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The "auto" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and

- c. If more than one "auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.
- 2. For the purpose of this coverage provision the following Definitions are added:
 - a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
 - b. "Electric auto" is an "auto" that is powered by an electric motor instead of a gasoline engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

J. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following Paragraph is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Prompt notice of an "accident", claim, "suit" or "loss" to an agent or "employee" of the "insured" will not in itself constitute your knowledge of such "accident", claim, "suit" or "loss" unless an executive officer or manager of the "insured's" operation receives such notice from its agent or "employee".

K. SIGN COVERAGE

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**:

We will pay for loss to signs, murals, paintings, or graphics, as part of equipment, which are displayed on a covered "auto".

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the property at the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
- 2. This coverage does not apply to Hired Auto Physical Damage Coverage.

L. TOWING AND LABOR COSTS

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 2. Towing is deleted and replaced by:

We will pay up to the limit shown in the Declarations or \$250, whichever amount is higher, for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

M. TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverages, 4.a. Transportation Expenses is deleted and replaced by:

- 1. We will pay up to \$75 per day, for up to 30 days, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".
- 2. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.
- 3. If the "loss" is due to theft of a covered "auto" we will pay transportation expenses after the theft and ending when the covered "auto" is returned to use or we pay for its "loss".
- 4. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation Or Fraud:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium for any additional hazards or exercise our right of cancellation or non-renewal.

O. WAIVER OF DEDUCTIBLE – REPAIRED GLASS AND STOLEN AUTOS EQUIPPED WITH RADIO FREQUENCY TRANSCEIVERS

The following Paragraphs are added to **SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible:**

1. A deductible does not apply to "loss" to glass used in the windshield, doors, and windows, if the glass is repaired rather than replaced.
2. A deductible does not apply to covered "autos" that are stolen if they are equipped with a radio frequency transceiver that is part of a stolen vehicle recovery system and:
 - a. You promptly report the theft to the police and inform them that the stolen "auto" is equipped with a radio frequency transceiver;
 - b. Such transceiver was installed, inspected and maintained according to guidelines provided by the transceiver's manufacturer; and either
 - c. The covered "auto" sustains damage as a result of being stolen; or
 - d. The covered "auto" is not recovered within 90 days of the theft.

P. WAIVER OF SUBROGATION

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

All other terms and conditions of the policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER PRIOR TO A LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-03-22 Policy No. ARB-WK-10000064-05

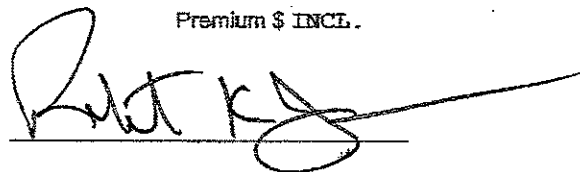
Endorsement No.

Insured ENVIRO TREE SERVICE, LLC

Premium \$ INCL.

Insurance Company NOVA Casualty Company

Countersigned By



WC 00 03 13

(Ed. 4-84)

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**CITY OF PORT ORANGE
(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES**

Completed (Attachment 1) MUST be included with Bid Submittal

Bidders are required to complete all fields shaded in Green

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

TYPE OF PALM TREE	FLAT RATE/TREE
CABBAGE	
WASHINGTONIA	
MADJOO	
SABLE	
CANARY	

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Palm Tree Trimming						
ITEM #	LOCATION	TYPE OF PALMS	UNIT OF MEASURE	ESTIMATED NUMBER OF PALMS	FLAT RATE/TREE	EXTENDED PRICE
FACILITIES						
1	City Hall Complex (City Center)	Cabbage Palms	Each	50		\$ -
2	City Center Dr. @ Annex	Washingtonia	Each	3		\$ -
3	City Center Dr. @ Annex	Madjool Palms	Each	3		\$ -
4	Public Works Facility Site	Cabbage Palms	Each	23		\$ -
5	Fire Station #71 Site	Cabbage Palms	Each	2		\$ -
6	Fire Station #71 Site	Washingtonia	Each	5		\$ -
7	Fire Station #72 Site	Cabbage Palms	Each	40		\$ -
8	Fire Station #75 Site	Cabbage Palms	Each	24		\$ -
9	Police Department Site	Madjool Palms	Each	1		\$ -
10	Causeway Park	Sabal Palm	Each	351		\$ -
11	Riverside And Riverwalk Park/Chamber of Commerce	Sable Palm	Each	177		\$ -
12	Gateway Park	Washingtonia	Each	4		\$ -
Facilities Total Trees:				683	SUB-TOTAL:	\$ -
RIGHTS OF WAY						
13	Ridgewood Avenue SE corner	Cabbage Palms	Each	5		\$ -
14	Ridgewood Avenue Medians	Madjool Palms	Each	55		\$ -
15	Dunlawton Avenue Medians	Washingtonia	Each	86		\$ -
16	Dunlawton Avenue Medians	Madjool Palms	Each	3		\$ -
17	Nova Road Medians	Cabbage Palms	Each	18		\$ -
18	Nova Road Medians	Madjool Palms	Each	24		\$ -
19	Town West Boulevard Medians	Washingtonia	Each	121		\$ -
20	Coraci Boulevard Medians	Washingtonia	Each	45		\$ -
21	McGinnis Avenue Medians	Washingtonia	Each	81		\$ -
22	Tree Garden Drive Median	Cabbage Palms	Each	10		\$ -
23	Tree Garden Drive Median	Canary Date	Each	6		\$ -
24	Wiltshire Boulevard & Countryside Medians	Cabbage Palms	Each	24		\$ -
25	Coral Way Medians	Cabbage Palms	Each	12		\$ -
26	Willow Run Blvd	Washingtonia	Each	42		\$ -
Rights of Way Total Trees:				532	SUB-TOTAL:	\$ -
					TOTAL PALM TREE TRIMMING:	\$ -

Tree Trimming, Removal & Stump Grinding			
ITEM #	DESCRIPTION	UNIT OF MEASURE	PRICE
27	Tree Removal (less than 12" dia.)-includes debris removal and disposal	each	\$ -
28	Tree Removal (> 12" to 24" dia.)-includes debris removal and disposal	each	\$ -
29	Tree Removal (>24" to 36" dia.)-includes debris removal and disposal	each	\$ -
30	Tree Removal (>36" to 48" dia.)-includes debris removal and disposal	each	\$ -
31	Tree Removal (>48 to 60" dia.)-includes debris removal and disposal	each	\$ -
32	Tree Removal (>60" dia.)-includes debris removal and disposal	each	\$ -
33	Stump Grinding (stumps to be ground 6" below existing ground level)	inch	\$ -
34	2-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
35	3-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
36	4-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
37	Emergency Tree Work	hour	\$ -
38	Hazard Tree Work	hour	\$ -
TOTAL TREE TRIMMING, REMOVAL & STUMP GRINDING:			\$ -
GRAND TOTAL:			\$ -

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES



City of Port Orange Purchasing Division
Prepared by: Joseph Castro
Release Date: February 16, 2023

Bid Due Date & Time: March 23, 2023 @ 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #22-19

Citywide Tree Trimming and Removal Services

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-19 Citywide Tree Trimming and Removal Services. Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 23, 2023** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **March 2, 2023** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

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

DESCRIPTION: *Trimming and/or removal of various trees throughout the City.*

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

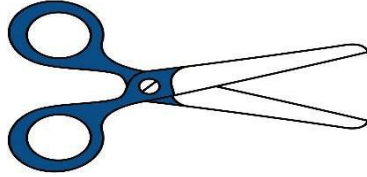
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk,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

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange 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 Joseph Castro, Buyer at jcastro@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #22-19 Citywide Tree Trimming and Removal Services" in the subject line. Last day for questions will be **March 9, by 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID - DO NOT OPEN

SEALED BID NO.: ITB #22-19

BID TITLE: Citywide Tree Trimming and Removal Services

DUE DATE/TIME: March 23, at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by City Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for tree trimming and/or removal of various trees throughout the City.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	February 16 , 2023
Non-Mandatory Pre-Bid Conference	March 2, 2023 at 10:00 AM
Deadline for Questions	March 9 , 2023 by 5:00 PM
Final Addendum Posting	March 16, 2023 by 5:00 PM
Bids Due	March 23, 2023 by 2:30 PM
City Council Meeting for Approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

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

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

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

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

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

PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference.** All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly.

QUESTIONS REGARDING THIS ITB

All questions shall reference "ITB #22-19 Citywide Tree Trimming and Removal Services" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their bids. Addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

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

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

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

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

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

LITIGATION HISTORY

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

DEBARMENT HISTORY

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

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in

the possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

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SECTION 3 – SCOPE OF WORK

SCOPE OF WORK:

Palm Tree Trimming Specifications

Price will be submitted as a flat rate for each type of palm tree.

1. Work Schedule:

- a. It is the City's intent that trimming of ALL palm trees (Sabal, Cabbage, Washingtonia, Canary Date and Medjool) be conducted bi-annually, during the months of April and October.
- b. Contractor shall give two (2) weeks advance notice prior to start date for EACH service location.

2. Tree Contamination Protection Requirements:

- a. In order to avoid spreading fungus and other contaminations from one palm to another, the Contractor will be required to take all necessary precautions including dipping pruning tools in a cleaning agent between each palm tree.
- b. The Contractor will be responsible for removal and replacement of palms (same size and type) that are infected by diseases or fungus caused by the Contractor's negligence.

3. General Requirements:

- a. Contractor must use a bucket lift for all trees. Use of spikes to climb trees is prohibited in all locations.
- b. Trim palm fronds up to the 9:00 o'clock & 3:00 o'clock positions, removing all berry stalks and all boots.
- c. All palm fronds and debris to be properly disposed of by the Contractor. No debris is to be left on the ground, curbside or in the roadway.
- d. Vines, suckers, strangler figs and unwanted ferns are to be removed from ALL palms. If the palm is at risk of being damaged by these removals, then the City representative/inspector will notify the supervisor for further action.
- e. All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) – 2017 Pruning Standard and the companion publication Best Management Practices, Tree Pruning. In all cases, the City's Representative/Inspector shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's Representative/Inspector shall be excluded from payment.

4. Safety:

- a. Contractor will be responsible for safe conduct and use of equipment on job site. Including, safety PPE and will be MOT certified.
- b. All maintenance work must comply with FDOT requirements and specifications, including prescribed hours allowed for work to be performed, if any, and all safety requirements. Traffic control for Dunlawton Ave, Ridgewood Ave, and Nova Rd trimming using bucket truck must comply with FDOT Maintenance of Traffic Standards. (Index 600 Series).
- c. Highway lane closures should be avoided, however, in the event a lane closure becomes necessary, it must be approved by the City of Port Orange Public Works Department and the Police Department with a minimum of 48 hours advance notice.

5. Inspection & Billing:

- a. The Contractor is to notify the City Representative/Inspector within 24 hours of location service completed for inspection and approval.
- b. The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.
- c. Billing shall be for actual services provided. The bills will itemize costs by the location, number and type of trees (as applicable). Each invoice will include the City's purchase order number.

It shall be noted that the City may have palm trees removed in the event of car accidents, weather disasters, beautification projects, etc.

Citywide Tree Trimming, Removal and Stump Grinding

Work shall consist of tree removal, tree trimming, stump grinding, and Certified Arborist's professional recommendations on an as needed or emergency basis. Hand labor and specialized equipment will be required to perform this type of work.

All work shall be performed utilizing best arborist practices. The Contractor shall take all care necessary not to impact adjacent properties. The contractor shall be required to obtain legal access to private property when necessary and coordinate with utility companies to perform some services specified in this document. Obtaining access to private property and utility coordination are to be considered incidental and no additional compensation will be paid. The services to be provided by the Contractor will be on an as needed basis and will be determined by the City.

The Contractor shall furnish all labor, equipment, Maintenance of Traffic (MOT) apparatus, tools, and other incidentals in order to perform all work necessary specified in this scope. This work shall be furnished in accordance with all conditions specified in the contract documents. All of the City's rights-of-way including, but not limited to other City properties such as parks and facilities, are eligible for work specified in this contract as authorized by the City designee. The Contractor may be required to attend pre-scheduled meetings as determined by the City or City designee without additional compensation.

Routine Tree Removal: Routine tree removal is defined as any tree removal work, determined by the City, that requires a response but which poses no immediate risk or danger of life and property. The Contractor shall be expected to remove all debris and rake clean to a condition equal to or better than the pre-tree removal condition, unless otherwise directed. All routine tree work shall require the Contractor to respond within seven (7) calendar days of notification by the City. When performing tree removal work (routine and emergency) all trees must be cut to ground level.

Routine Tree Trimming: Routine tree trimming is defined as tree trimming that requires the Contractor to remove all tree debris generated by the trimming operation. This work shall also include the removal and disposal of mistletoe, Spanish Moss and vines. All routine tree trimming shall require the Contractor to respond within seven (7) calendar days of notification by the City.

Stump Grinding: Stump grinding is defined as the base of a tree trunk and its roots being removed by a machine that cuts the wood into very small pieces (chips). The City will determine and/or approve the diameter of the stump prior to grinding. Stumps and roots must be ground to a depth of six (6) inches below existing ground level. Chips produced by the grinding process shall not be spread beyond the disturbed area. Chips in excess of three (3) inches above the existing ground level must be removed and raked by the Contractor to eliminate any above ground hazards and to maintain a neat appearance. Chip removal is to be considered incidental and no additional payment will be made for this service. All stump grinding shall require the Contractor to respond within seven (7) calendar days of notification by the City. All stump grinding required in conjunction with tree removal shall be completed no later than two (2) calendar days after the tree removal has been performed.

Emergency Tree Work: Emergency tree work is defined as any work, determined by the City, that requires an immediate response to mitigate an imminent danger to life or property. All emergency tree work shall require the contractor to respond within two (2) hours of notification by the City. The Contractor shall be guaranteed a minimum of two (2) hours per call out for a crew at the Contractor's hourly price. Emergency tree work will include, but not be limited to, tree removals and tree trimming.

Hazard Tree Work: Hazard tree work is defined as any work, determined by the City, that requires a quick/timely response to mitigate a possible risk to life or property. All hazard tree work shall require the contractor to respond within twenty-four (24) hours of notification by the City. The Contractor shall be guaranteed a minimum of two (2) hours per call out for a crew. Hazard tree work will include but not be limited to tree removals and tree trimming.

Certified Arborist's Recommendations: At times, the City may require a Professional Certified Arborist's recommendation. This recommendation should be based on the knowledge that the City desires only to remove trees and limbs having imminent potential to cause damage or injury and to maintain as many trees as possible to preserve the natural setting/beauty of the area. When a recommendation is required, the Contractor shall respond within twenty-four (24) hours of notification by the City. The Certified Arborist's written recommendation on the Arborist's or Contractor's letterhead shall be submitted to the City within forty-eight (48) hours of the site visit inspection.

Additional Requirements:

- a. The Contractor shall have at least one employee with an Intermediate Temporary Traffic Control (Maintenance of Traffic) certificate, who shall be no more than sixty (60) minutes from each job site at all times. Evidence of this certification must accompany bidder's submittal.
- b. When tree removal is required and stump grinding has not been requested, all stumps must be cut to a height of no greater than three (3) inches above existing ground level to eliminate any above ground hazards.
- c. For all tree trimming and tree removal work, the area must be raked clean, removing all twigs, sticks, leaves, limbs, and other debris (in a condition equal to or better than the pre-tree removal condition).
- d. Tree removal shall be at the contract price. The price shall include all limb removal, roping, and other work that may be required to take down trees.
- e. At a minimum, all mobile equipment used on City rights-of-way shall be equipped with amber flashing lights and white or amber strobe lights and all safety devices installed by the manufacturer.

All equipment necessary for the proper execution of the Contract shall be maintained to produce quality work. At the time of submission of the bid, the Contractor must possess the capabilities to perform promptly after assignment by the City. The Contractor has the option to choose the type of equipment needed to perform any given task, as long as the equipment meets minimum requirements as specified in these documents and is of substance and function that allows the work to be completed according to contract specifications. No extra costs will be incurred by the City for the re-work of specific areas that are unacceptable due to equipment, operator or laborer.

Responsibility For Layout Of Work: The City will supply the Contractor with a location of requested work. Upon receipt, the Contractor will provide the City with a projected completion date and cost estimate, if required, for each location.

Quality Control and Inspection - The Contractor shall notify the City, after the completion of each project no later than 8:15 am the following business day. This may be accomplished by either e-mail or telephone, enabling the City to complete inspections timely and allow the Contractor to perform any necessary re-works so payments will not be delayed.

Protection of Overhead Utilities: The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The Contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The Contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor

Traffic Control:

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

Protection of Underground Utilities: The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700.

Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at <https://www.port-orange.org/bids.aspx>. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Bidder. In submitting a Response to the City of Port Orange, the Bidder offers and agrees that if the Response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

A Florida corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

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

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
- c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

14. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. 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 which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. 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. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

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

16. **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 Bidder 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 Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Bidder is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000, time and/or scope of the awarded Contract. The Bidder shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

Upon completion of the delivery of materials, the Bidder 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. Bidder 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. Bidder shall make all repairs and restorations at his expense.

19. **CONDUCT OF BIDDERS**

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the 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 Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, 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 Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all

communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice 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.

21. **CONFLICT OF INTEREST**

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

22. **CONFLICT OF INSTRUCTIONS**

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

23. **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. 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.

24. **CONTRACT OBLIGATION**

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

25. **CONTRACT RENEWALS**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY BIDDER**

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

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28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

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

- a. The ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER**

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

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

Bidders 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 Bidder 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.

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **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.

42. **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.

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **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 Bidder 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.

45. **HIPAA COMPLIANCE**

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

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46. **IDENTICAL TIE BIDS**

The City may award a solicitation to multiple Bidders and the need for a “tiebreaker” would therefore not be necessary. However, for award to one Bidder, in the event of a tie between two or more Bidders, the award shall be made to the Bidder who meets one of the below criteria in the sequence provided when all other factors are equal. For example: two Bidders are tied and both are in compliance with #1 below (Drug-free workplace pursuant to F.S. § 287.087). If only one of the tied Bidders are Certified service-disabled veteran then the award would go to the Certified service-disabled veteran. If both tied Bidders are Certified service-disabled veterans, then #3 is used as a tiebreaker per 2-275 of the City’s Code of Ordinances. If both tied Bidders are the same level of Local business per 2-275, the award would go to the Bidder that meets #4 below.

1. Drug-free workplace pursuant to F.S. § 287.087.
2. Certified service-disabled veteran.
3. Local businesses as defined in Section 2-275 of the Code of Ordinances.
4. Firm with the lowest volume of work on City projects within the last five years. The information will be based on information provided by the Bidder, subject to verification at the City’s option.

47. **INDEMNIFICATION/HOLD HARMLESS**

- (a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney’s fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
- (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder’s work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney’s fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker’s compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney’s fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder’s employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder’s employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE CANCELLATION**

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

51. **INSURANCE REQUIREMENTS**

Bidder shall maintain insurance, as required herein, during the life of this Contract. Bidder 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 Bidder shall be primary and non- contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self- insurance available to the City. For workers' compensation coverage, the Bidder'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. Bidder may use leased employees if the Bidder 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 Bidder 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. Bidder 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, non-renewal 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. Bidder 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 Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder 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 Bidder 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 Bidder 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.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. • If vessels involved, Jones Act coverage with limits of \$500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each 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 required 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 – To Be Determined	
☐	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 – To Be Determined	
☒	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		
☐	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

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52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that Responses shall remain open until the contract effective date not to exceed 120 days after the award selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

54. **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.

55. **LEGAL REQUIREMENTS**

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

56. **LICENSES, PERMITS AND TAXES**

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

57. **LITERATURE (if applicable):**

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

58. **MAINTENANCE**

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

59. **NAME BRANDS**

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

60. **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.

61. **NON-EXCLUSIVITY OF CONTRACT**

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

62. **NON-PERFORMANCE**

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

63. **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.

64. **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.

65. **OTHER AGENCIES**

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

66. **PATENTS/COPYRIGHTS**

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

67. **PRE-BID CONFERENCE**

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

68. **PREPARATION OF RESPONSES**

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

Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

69. **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.

70. **PRICING**

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the bid/proposal in order to be considered for award.

71. **PRODUCTS/ESTIMATES**

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

72. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

73. **PROTECTION**

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

74. **PUBLIC ENTITY CRIMES**

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

in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

75. **PUBLIC RECORDS COMPLIANCE**

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

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

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

76. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

77. **PURCHASE ORDER AND DELIVERY**

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

future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

78. **QUALITY**

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

79. **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.

80. **RECORDS/AUDIT**

- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

81. **RECYCLED MATERIALS**

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

82. **REJECTING OF RESPONSES/REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

83. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the Solicitation and subsequent Contract.

84. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the

Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non- responsive.

85. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.

86. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

87. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

88. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

89. **SEPARATION AND DISTRUBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

90. **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.

91. **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.

92. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

93. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

94. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

95. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <https://dos.myflorida.com/sunbiz/manage-business/certification/>. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

96. **SUBCONTRACTING**

The Contractor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

97. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

98. **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.

99. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

100. **TERMINATION CONVENIENCE – NOTICE**

The City of Port Orange reserves the right to terminate the contract for default if the Contractor breaches any of the terms therein, including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

101. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice of thirty days prior to the date of cancellation of the contract. The Bidder shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

102. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

103. **UNBALANCED BID**

A mathematically unbalanced bid is where a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

104. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

105. **VARIANCES**

For purposes of Response evaluation, Bidders must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

106. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Bidders, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The City Council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

107. **WARRANTIES**

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one hundred twenty (120) days from the ITB opening date.

CONTRACT TERM:

The initial term of the contract is two (2) years upon agreement. Two (2) one-year renewals are available upon agreement between both parties.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible bidder as outlined in Section 3 and (Attachment 1) ITB Schedule of Unit Pricing.

TIME-LINE FOR AWARD:

Notice of Intent to Award will occur after bid opening and complete review of all submitted bid information.

BID BONDS

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission. If the bidder fails to submit the required bid bond, the bid will be deemed non-responsive and will not be considered for award.

PAYMENT & PERFORMANCE BONDS

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in their submittal package will be deemed non-responsive.

The work to be performed under this Invitation to Bid and subsequent agreement between the awarded contractors and the City will be done throughout the City of Port Orange and will vary in size and cost. Based on the value of specific projects, the City may require the awarded contractor to furnish and pay for a one hundred percent (100%) of project value Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with FORM 7.10 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive.

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CONTRACTOR SELECTION & METHODOLOGY:

The City desires to award the lowest responsive and responsible bidder as the "Primary" contractor and can award up to two (2) additional responsive and responsible contractors. Work awarded under this bid will be divided into two categories. The first of which shall include projects valued from zero "0" dollars to ten thousand "\$10,000.00" dollars. Work in this category will be assigned to the "Primary" awarded contractor to provide a

quote. If the "Primary" awarded contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the 2nd lowest awarded contractor will be asked to quote the project. Likewise, if the 2nd lowest awarded contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the 3rd lowest awarded contractor will be asked to quote the project and so on until the project is successfully assigned. The second category will include projects with an estimated value of \$10,001 - \$200,000 and shall be quoted amongst all awarded contractors. Category two projects will require participation from all awarded contractors either by written quote or written declination to quote.

The City reserves the right to amend this methodology for contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

WARRANTY: The Contractor will provide all warranties within the specifications and a warranty for materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ___ Form 7.2 – Bidder’s Acknowledgement Form
- ___ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 7.4 – Drug Free Preference Statement
- ___ Form 7.5 – Public Entity Crimes Statement
- ___ Form 7.6 – Anti-Collusion Form
- ___ Form 7.7 – Statement of Bidder’s Qualifications
- ___ Form 7.8 – Professional References for Previous Experience
- ___ Form 7.9 – List of Subcontractors
- ___ Form 7.10 – E-Verify Affidavit
- ___ Form 7.11 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 7.12 – No Submittal Response Form
- ___ Attachment 1 – Schedule of Unit Pricing
- ___ Current Bonding Capacity Letter (as outlined in Section 6)
- ___ Current Intermediate Temporary Traffic Control (Maintenance of Traffic) certificate (outlined in Section 3)
- ___ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ___ Bid Bond
- ___ Submission of one (1) original marked “ORIGINAL” 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 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 the 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other 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 and 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 bidder list. The name of the convicted person or affiliate is: _____
_____. A copy of the order of the Division Administrative Hearing is attached.
(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, 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 AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question 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 SHET & 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: _____

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, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder’s Qualifications.

	_____ Name of Business
STATE OF: _____	_____ Authorized Signature
COUNTY OF: _____	_____ Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

☐Is personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are 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/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Bidder proposes that they are 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 clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this bid package. A minimum of three (3) project shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 2**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 3**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 4**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 5**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

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 insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.11 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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 and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.12 – 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: ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on 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.

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING



CITY OF PORT ORANGE (ATTACHMENT 1) SCHEDULE OF UNIT PRICING ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

Completed (Attachment 1) MUST be included with Bid Submittal

Bidders are required to complete all fields shaded in Green

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

TYPE OF PALM TREE	FLAT RATE/TREE
CABBAGE	
WASHINGTONIA	
MADJOO	
SABLE	
CANARY	

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Palm Tree Trimming						
ITEM #	LOCATION	TYPE OF PALMS	UNIT OF MEASURE	ESTIMATED NUMBER OF PALMS	FLAT RATE/TREE	EXTENDED PRICE
FACILITIES						
1	City Hall Complex (City Center)	Cabbage Palms	Each	50		\$ -
2	City Center Dr. @ Annex	Washingtonia	Each	3		\$ -
3	City Center Dr. @ Annex	Madjool Palms	Each	3		\$ -
4	Public Works Facility Site	Cabbage Palms	Each	23		\$ -
5	Fire Station #71 Site	Cabbage Palms	Each	2		\$ -
6	Fire Station #71 Site	Washingtonia	Each	5		\$ -
7	Fire Station #72 Site	Cabbage Palms	Each	40		\$ -
8	Fire Station #75 Site	Cabbage Palms	Each	24		\$ -
9	Police Department Site	Madjool Palms	Each	1		\$ -
10	Causeway Park	Sabal Palm	Each	351		\$ -
11	Riverside And Riverwalk Park/Chamber of Commerce	Sable Palm	Each	177		\$ -
12	Gateway Park	Washingtonia	Each	4		\$ -
Facilities Total Trees:				683	SUB-TOTAL:	\$ -

RIGHTS OF WAY						
13	Ridgewood Avenue SE corner	Cabbage Palms	Each	5		\$ -
14	Ridgewood Avenue Medians	Madjool Palms	Each	55		\$ -
15	Dunlawton Avenue Medians	Washingtonia	Each	86		\$ -
16	Dunlawton Avenue Medians	Madjool Palms	Each	3		\$ -
17	Nova Road Medians	Cabbage Palms	Each	18		\$ -
18	Nova Road Medians	Madjool Palms	Each	24		\$ -
19	Town West Boulevard Medians	Washingtonia	Each	121		\$ -
20	Coraci Boulevard Medians	Washingtonia	Each	45		\$ -
21	McGinnis Avenue Medians	Washingtonia	Each	81		\$ -
22	Tree Garden Drive Median	Cabbage Palms	Each	10		\$ -
23	Tree Garden Drive Median	Canary Date	Each	6		\$ -
24	Wiltshire Boulevard & Countryside Medians	Cabbage Palms	Each	24		\$ -
25	Coral Way Medians	Cabbage Palms	Each	12		\$ -
26	Willow Run Blvd	Washingtonia	Each	42		\$ -
Rights of Way Total Trees:				532	SUB-TOTAL:	\$ -
TOTAL PALM TREE TRIMMING:						\$ -

Tree Trimming, Removal & Stump Grinding			
ITEM #	DESCRIPTION	UNIT OF MEASURE	PRICE
27	Tree Removal (less than 12" dia.)-includes debris removal and disposal	each	\$ -
28	Tree Removal (> 12" to 24" dia.)-includes debris removal and disposal	each	\$ -
29	Tree Removal (>24" to 36" dia.)-includes debris removal and disposal	each	\$ -
30	Tree Removal (>36" to 48" dia.)-includes debris removal and disposal	each	\$ -
31	Tree Removal (>48 to 60" dia.)-includes debris removal and disposal	each	\$ -
32	Tree Removal (>60" dia.)-includes debris removal and disposal	each	\$ -
33	Stump Grinding (stumps to be ground 6" below existing ground level)	inch	\$ -
34	2-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
35	3-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
36	4-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ -
37	Emergency Tree Work	hour	\$ -
38	Hazard Tree Work	hour	\$ -
TOTAL TREE TRIMMING, REMOVAL & STUMP GRINDING:			\$ -
GRAND TOTAL:			\$ -

BID BOND**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

SURETY:

Signature

Attorney-in-Fact (signature)

Name & Title

Corporate Secretary (Affix Corporate Seal)

Name of Local Resident Agent

City, State, Zip

Telephone:

A.M. Best No.: _____ NAIC No.: _____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case: _____

Description of Work: _____

Project Location: _____

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[CA_____]

DRAFT

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND /100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____, having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Principal)

(As to Corporate Principal) Secretary

By: _____
Name, Title

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Worker's Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT (for informational purposes only)

EXHIBIT CONTRACT # _____

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

OR

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

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION (for informational purposes only)

State of _____

County of _____

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

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or Print Name: _____

Commission No.: _____

Commission Expires: _____

(Seal)



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[redacted]" attached hereto, subject to a limit up to but not to exceed \$[redacted]. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "[redacted]," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The [redacted], [redacted] shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

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

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

17. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

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

20. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

21. Inspection

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

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

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

22. Liability for Loss or Damage.

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

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

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational

qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

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

25. 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.

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

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

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129

(386) 506-5501
Copy to: City of Port Orange
Attention: [REDACTED]
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-[REDACTED]
Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

30. Contract Construction

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

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

[Remainder of this page intentionally left blank]

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as an Officer 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.

Date: _____

Date: _____

CITY OF PORT ORANGE

By: _____

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

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and [REDACTED], a [REDACTED] corporation with its principal place of business at [REDACTED] ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated [REDACTED], and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "[REDACTED]," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses: 

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

Printed Name: _____	Date: _____

CITY OF PORT ORANGE

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

Date: _____

ATTEST:

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

Date: _____



End of Solicitation Documents



CITY OF PORT ORANGE

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

ADDENDUM # 1

March 15, 2023

ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 16, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

LOCAL BUSINESS ELIGIBILITY

The following language is hereby added to Section 6 – Special Requirements/Instructions:

LOCAL PREFERENCE

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the

following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

FORM 7.13 LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY is hereby added to ITB #22-19 and must be included in bidder's submittal. **FORM 7.13** can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

BONDS

All Bid Bond and Payment and Performance Bond requirements are hereby removed from ITB #22-19. All references to them contained in the Table of Contents, Section - 6 Special Requirements/Instructions (pg.37) and Section 7 – Required Forms (pg.39) are hereby entirely removed.

A. CLARIFICATIONS:

None

B. CHANGES TO SCOPE OF WORK:

None

C. QUESTIONS AND ANSWERS:

QUESTION #1: On a hazard response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any hazard response.

QUESTION #2: On an emergency response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any emergency response.

QUESTION #3: Does the performance bond get completed prior to the contract submission? Or would it be addressed after being awarded the contract?

ANSWER: This requirement has been removed from the Invitation to Bid. Please refer to the **BONDS** information provided herein.

In all other respects, except as specifically stated herein, the subject ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org



BID TABULATION

ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES BIDS RECEIVED MARCH 23, 2023

ITEM DESCRIPTION	Non-Responsive		Non-Responsive
	T+K ENTERPRISES OF VOLUSIA COUNTY, INC.	ENVIRO TREE SERVICE LLC	DANIEL HICKEYS TREE SERVICE
Palm Tree Trimming - Total:	\$62,904.25	\$62,590.00	\$72,900.00
Tree Trimming, Removal and Stump Grinding - Total:	\$16,966.70	\$20,806.00	\$12,797.00
Grand Total	\$79,870.95	\$83,396.00	\$85,697.00

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

Buyer:

Joseph Castro
3/30/2023

Witness:

J. Pothier 3/30/23



NOTICE OF INTENT TO AWARD

April 3, 2023

ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

On March 23, the City of Port Orange received three (3) submittals for ITB #22-19 Citywide Tree Trimming and Removal Services.

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

ENVIRO TREE SERVICE LLC

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on April 6, 2023 at 9:00AM E.S.T.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – List of Subcontractors
- ☒ Form 7.10 – E-Verify Affidavit
- ☒ Form 7.11 – Debarment, Suspension and Other Responsibility Matters
- ☒ N/A Form 7.12 – No Submittal Response Form
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ N/A Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Current Intermediate Temporary Traffic Control (Maintenance of Traffic) certificate (outlined in Section 3)
- ☒ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ☐ Bid Bond
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Enviro Tree Service LLC

Name of Business

Melinda Jankovsky
Authorized Signature

3/20/2023

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

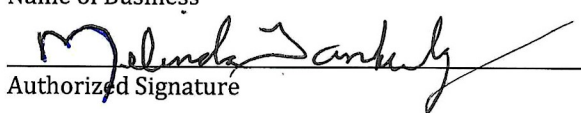
I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Enviro Tree Service LLC
Name of Business

Authorized Signature
Melinda Tankersley, MBR
Printed Name and Title
26-3237095
Federal Identification No.

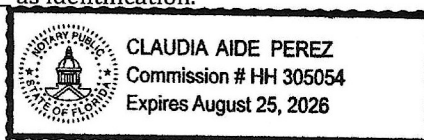
3202 Phils Ln
Mailing Address
Apopka, FL 32712
City, State & Zip Code
407-574-6140
Telephone Number
mtankersley@envirotreeservice.com
E-mail Address

STATE OF: FL COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
20 day of March, 2023, by Melinda Tankersley and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# #1 Date: March 15, 2023

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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Enviro Tree Service LLC

Name of Business

Melinda Tankersley
Authorized Signature

Melinda Tankersley, Owner/CFO/CEO

Printed Name and Title

STATE OF: FL COUNTY OF: Orange

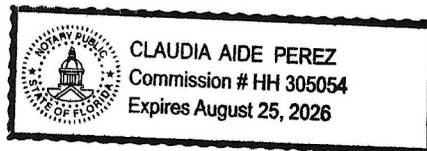
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

23 day of March, 2023, by Melinda Tankersley and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

Claudia
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

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

ADDENDUM # 1

March 15, 2023

ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 16, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

LOCAL BUSINESS ELIGIBILITY

The following language is hereby added to Section 6 – Special Requirements/Instructions:

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:

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- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the

following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

FORM 7.13 LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY is hereby added to ITB #22-19 and must be included in bidder's submittal. **FORM 7.13** can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

BONDS

All Bid Bond and Payment and Performance Bond requirements are hereby removed from ITB #22-19. All references to them contained in the Table of Contents, Section - 6 Special Requirements/Instructions (pg.37) and Section 7 – Required Forms (pg.39) are hereby entirely removed.

A. CLARIFICATIONS:

None

B. CHANGES TO SCOPE OF WORK:

None

C. QUESTIONS AND ANSWERS:

QUESTION #1: On a hazard response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any hazard response.

QUESTION #2: On an emergency response hour how many men are on the crew per that hour?

ANSWER: The City does not have a requirement for contract personnel quantity during any emergency response.

QUESTION #3: Does the performance bond get completed prior to the contract submission? Or would it be addressed after being awarded the contract?

ANSWER: This requirement has been removed from the Invitation to Bid. Please refer to the **BONDS** information provided herein.

In all other respects, except as specifically stated herein, the subject ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program.

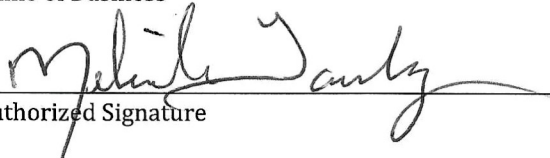
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 the 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 an 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.

Enviro Tree Service LLC

Name of Business



Authorized Signature

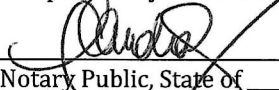
Melinda Tankersley, Owner/CFO

Printed Name and Title

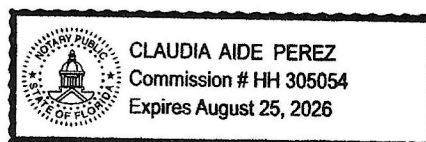
STATE OF: FL COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2023, by Melinda Tankersley and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.


Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Melinda Tankersley, who, being by me first duly sworn, made the following statement:

1. The business address of Enviro Tree Service LLC (name of Offeror or business) is
3202 Phils Ln, Apopka, FL 32712
2. My relationship to Enviro Tree Service LLC (name of Offeror or business) is Melinda Tankersley
MBR/CFO/CEO (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 and 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 bidder list. The name of the convicted person or affiliate is: _____ . A copy of the order of the Division Administrative Hearing is attached.~~
(Draw a line through paragraph 7 if paragraph 6 above applies)

STATE OF: FL

COUNTY OF: Orange

Enviro Tree Service LLC

Name of Business

Melinda Tankersley

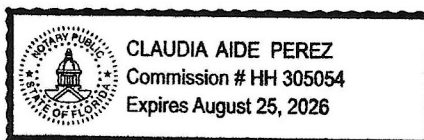
Melinda Tankersley, Owner/CFO/CEO

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of March, 2023, by Melinda Tankersley and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

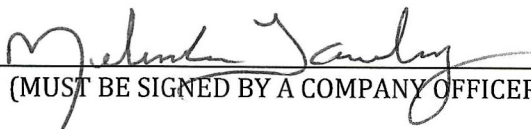
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Enviro Tree Service LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Meinda Tankersley

TITLE: Owner/CFO/CEO

ADDRESS: 3202 Phils Ln

CITY, STATE AND ZIP CODE: Apopka, FL 32712

TELEPHONE: 407-574-6140 FAX: 407-574-6437

F.E.I.N.: 26-3237095

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Bidder: Joshua Tankersley
- B. Permanent main office address: 3202 Phils Ln, Apopka, FL 32712
- C. Date organized: 10/08/2009
- D. If a corporation, where incorporated: FL
- E. How many years have you been engaged in the business under your present firm or trade name? 14 1/2
- 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: Arborist Services/Tree Care
- 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 SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Town Of Windermere, Walt Disney World, The Villages, etc
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 650,000.00
- O. Give bank name, contact name and phone number: Truist Bank, Lino Mancebo 407-489-1964

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, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

STATE OF: FL

COUNTY OF: Orange

Enviro Tree Service LLC
Name of Business

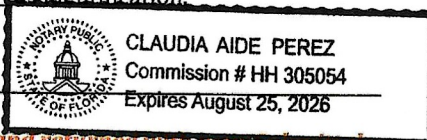
Melinda Tankersley
Authorized Signature

Melinda Tankersley, MBR
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2023, by Melinda Tankersley and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal



Contracts on Hand:

Walt Disney World

Tree Service Contract thru April 2027

\$380,960.00/Year

Town of Windermere

Tree Service Contract thru October 2024

Contract is based on an RFQ Tree Trimming Hourly Rate, Hazardous Tree Removal Hourly Rates & Emergency Hourly Rates as well as Equipment used. \$60,000

The Villages

Tree Service Contract thru September 30, 2024

\$600,000/year

Marion County

Tree Service Contract thru May 2025

\$100,000/year



Projects Recently Completed:

Lakewood Ranch

Sub-contractor for Cepra Landscape due to Hurricane Ian
Completed October 31, 2022 \$336,603

Bell Partners: Grand Reserve Ocala

All buildings and Roadways
Completed December 22, 2022 \$46,600

Rosen Hotels and Resort:

Universal Blvd Palm Pruning
Completed March 23, 2023 \$28,700 (Perform 2x/yr)
Shingle Creek Palm Pruning
Completed March 19, 2023 \$9,680

Rollins College

Hurricane Ian Emergency Work
Completed September 30, 2022 \$21,680

Celebration CDD

Washingtonia Palm Pruning (Perform 2x/yr)
Completed February 6, 2023 \$30,000

Grid view

#	Vehicle Number	Tag Number	Description	Vin Number	year
1		DIB 3482 TEMP	Ford Ranger	1FTER4EHXPLE02117	2023
2	17	N1628V	Freightliner Altec Bucket Truck M2106	1FVACXDT1EHFX8987	2014
3	18	DANF40	Ford F-450 Crew Cab 4x4 Flat Bed DZ	1FD0W4HT3FEA15586	2015
4	26	EHUW80	Ford F-350 Gas Flat Bed Gooseneck	1FD8W3H64FED45793	2015
5	27	GULI60	Ford F750 Arbortech Chip Body	3FRNF7FC4FV720242	2015
6	30	GVAQO4	Ford F750 crew cab Landscape Dump Bed	1FDWW7DE2GDA01060	2016
7	31	EXCE10	Ford F-750/ Altec Bucket Truck 60'/ Flat bed	1FDNF7DC6GDA02271	2016
8	33	HKIX91	Ford F750 Altec Chip Truck	1FDNX7DC0GDA06555	2016
9	37	IBPK33	Isuzu NQR Crew Cab Aluminium Chip Body	JALE5J169J7900211	2018
10	38	HXF V64	Isuzu NQR NS4 w/ 14 FT aluminum body white	JALE5J164H7902085	2017
11	39	N8992Z	Freightliner/ Altec 60' Knuckleboom Crane M2 106	3ALACXDT8HDJH1669	2017
12	40	IIDT45	Freightliner Semi Truck	1FUJA6CG56LW39844	2006
13	41	Y30XFY	F550 Mechanic Truck	1FDUF5HT8HEC23117	2017
14	46	JKBR77	International/ Altec LRV-56 Bucket Truck	1HTMMMMMXKH348163	2019
15	48	JKGF46	F550 4x4 crew cab diesel flat bed goosedneck	1FD0W5HT7JEC13781	2018
16	21	DZUL54	Ford F150	1FTEW1CF9FFA42358	2015
17	36	IDGD47	Ford 250 XL Crew Cab 4x2 8 foot bed	1FT7W2A69HEB51333	2017
18	42	ITMK67	Ford F350 Extended Cab 4x4 Gas Flatbed	1FD8X3H66HEE15147	2017
19	49	KVEE57	Ford F550 4x4 crew CC w/ Knapheide dump body	1FD0W5HT1KEC46390	2019

#	Vehicle Number	Tag Number	Description	Vin Number	year
20	53	96BMAM	Freghtliner/ Altec Bucket Truck	3ALACWFD6PDNX7095	2022
21	55	DIB3422 Temp	Ford F-250	1FT7W2A62NEF62889	2022
22	57		Ford F750 Chip Truck	1FDNX7DC1PDF12931	2023
FILLED 21					

Grid view

#	Vehicle Number	Tag Number	Description	Vin Number
1	23	P5379F	Peterbuilt/ Peterson Grapple Truck/ 28y	2NP2HM7X0GM327886
2	29	N7236X	Freightliner/ Peterson Grapple Truck/ 24y	1FVACXDT7GHGZ2852
3	43	P3681A	Freightliner/ 50 yard Grapple Truck	3ALHG3DV3JDJN2101
4				

Grid view

#	Vehicle...	Tag Number	Description	Vin Number	Year
1	20	IN44PU	Ford Expedition EL	1FMJK2A59EEF61792	2014
2	28	EMVK49	Ford F350 Crew Cab 4x4	1FT8W3BT7GEA88553	2016
3	34	HFYJ18	Ford F350 Crew Cab 4x4 white	1FT8W3BT4GED48844	2016
4	35	HFYJ20	Ford F350 Crew Cab 4x4 white	1FT8W3BT5GEC39180	2016
5	44	HLEZ86	Ford F350 Crew Cab 4x4	1FT8W3BT4HEE78995	2017
6	47	JFYL14	Ford F250/ 4x4 crew cab gas	1FT7W2B69JEB57170	2018
7	50	KQMR49	Ford F550 4x4 crew cab goosenck body	1FD0W5HT5KEC46389	2019
8	45	JKKL37	Ford F250/ 4x2 crew cab gas	1FT7X2A66JEB52765	2018
9	24	DJJZ54	(DODG) Dodge Crew Cab	1D7HA18D04S569458	2007
10		342PPX			
11	51	JFYL14	F-250 SD 2022	1FT7W2BN5NED15713	2022
12	52	11BDSV	Ford Ranger	1FTER4EH2NLD08021	2022
13	54	96BMAM	Ford Bronco	1FMEE5DPONLB84966	2022
14	56		Ford Ranger XLT	1FTER4EHXPLE02117	2023

Grid view

#	Lift Number	Description	Serial Number	Year	Tag	GPS status
1	1001	STTC Polecat	1023266060606	2006	LQMI08	working
2	1010	STTC Polecat	2660919061036	2006	LQMI07	device unplugged
3	1019	STTC Polecat	1028266063006	2007	49ABWV	not set up
4	1048	Teupen 92	10000898	2016	None	working
5	1055	Teupen 69 TC69A	10001146	2017	None	working
6	1064	Teupen 69 TC69A	10001386	2017	None	not installed or set up
7	1086	Platform Basket 18.90	PB10451	2018	None	working
8	1087	Platform Basket 18.90	PB10452	2018	None	
9	1089	Platform Basket 22.10	PB10454	2018	none	working
10	1092	Polecat swift 206HT	561053119	2019		not installed or set up
11	1093	Polecat swift	562090619	2019		not installed or set up
12	1095	Platform Basket 18:90	PB10949	2019	none	not installed or set up
13	1096	Platform Basket 22.10	PB11210	2019	none	none
14	1100	Platform Basket 22.10	12668	2022	none	
15	1036	Tracked Lift 18.90	PB9138	2015	None	
16	1031	OMME 2500 Spyder Lift	8434IML	2015	None	
17	1044	Altec Tracked Lift TDA-58	0316GC0150	2016	None	
18	1054	Teupen TL54AJ	10000973	2016	None	not installed or set up
19	1100	Platform Lift 72' 2022	12668	2022		

Grid view

#	Equipment ...	Year	Description	Vin Number
1	1025	2005	KAMATSU LOADER	23671
2	1030	2014	Vermeer S650 TX Mini Skid Loader	1VRDG704XE1000951
3	1059	2017	Brush Bandit 2460 Beast Recycler	4FMUS4824HR503750
4	1060	1996	Loader John Deere 644G	
5	1061	2013	Doosan Excavator- Hydraulic DX235LCR	CEBAK005376
6	1074	2016	2016 Caterpillar 906M Wheel Loader	CAT0906MEH6600908
7	1082	2017	Mattson ML525 W Skid Steer Loader	MLHY0901HU8550
8	1102	2022	Giant G1200 Telescopic 4WD Wheel Loader	XP5G1B0T2NT034646
9	1049	2016	Toro Mower	3160000139
10	9999	2016	Keystone 5th Wheel RV	4YDF35726GR805560
11				

Grid view

#	Chipper Number	Tag Number	Description	Year	Vin Number
1	1046	Y18QGA	(BANI) Brush Bandit 990 Chipper Yellow	2016	4FMUS1618GR502219
2	1047	Y36QFZ	(BANI) Brush Bandit 1590 Chipper (red)	2016	4FMUS1315GR502148
3	1058	IQMJ41	(BANI) 12 XP Bandit brush chipper Yellow	2016	4FMUS1319GR502010
4	1063	MIS87D	15 XP Bandit brush chipper (black)	2017	4FMUS1512HR504583
5	1085		Brush Bandit 1590 xp chipper gas (blue)	2018	4FMUS1818JR506372
6					
7					
8					
9					

Grid view

#	Stump Grinder Number	Tag Number	Year	Description
1	1038		2015	Carlton 50x14 stumpgrinder
2	1053			Bandit 2890SG Stump Grinder
3	1083		2018	Brush Bandit 2890 sg Stump Grinder
4				

PRESENTATION OF QUALIFICATIONS

Joshua Tankersley

Owner

Enviro Tree Service

**2418 Summerfield Rd
Winter Park, Florida 32792**

407-574-6140

jtankersley@envirotreeservice.com

OBJECTIVE

Owner/Manager of Enviro Tree Service providing the same quality of service that my clients have come to know and expect from me over the past 25 years at competitive prices.

Own ♦ Manage ♦ Sale ♦ Territory Development ♦ Account Relations

SUMMARY OF QUALIFICATIONS**Background:**

- 33 years' experience in the tree care industry including owner, management, outside sales, business development and marketing management, market research/trend analysis, strategic planning, cost control.
- Enviro Tree Service is one of only four companies servicing Walt Disney World Parks and Resorts
- Training Sales Trainees in the Sales Process; devising programs and motivating sales personnel to meet and exceed sales goals and objectives, and crew management. One- hour weekly safety meetings for crewmembers & various aspects of all tree care.
- Implementing cost-effective management and operational policies and procedures; directing and monitoring daily activities to achieve maximum efficiency, productivity and profitability.
- Creating effective marketing strategies to increase market penetration; developing and implementing management, sales and marketing plans that produce tangible results.
- Finding innovative ways to generate customer interest, build territories and increase market share; reviewing and analyzing sales data, forecasting sales and devising market-specific programs to drive sales and profits.
- Developing and maintaining excellent customer relations; managing major key accounts including Disney, Universal Studios, Plantation, and many major property management companies throughout Central Florida.

Strengths:

Strong owner/management skills...well organized, self-directed and goal-oriented...exceptional negotiation and closing abilities as well as advanced computer skills including Excel & Sales Logistics...capacity to handle people with an enthusiasm that generates confidence...able to assume and delegate responsibility...sustained record of long-term employment, achievement and advancement...a conscientious, energetic and highly motivated individual, dedicated to success and bottom-line profitability.

PROFESSIONAL EXPERIENCE

2008 - Present **Enviro Tree Service LLC, Winter Park, FL**
Owner/President

1991– Oct 2008 **ValleyCrest Companies, Calabasas, CA**

Employment encompasses a progression through positions of increasing responsibility:
2005-2008 Operation Manager/Account Manager
2000-2005 Account Manager
1998 – 2000 Production Specialist
1991- 1998 Climber Forman - Performed every task possible in tree care

EDUCATION / PROFESSIONAL DEVELOPMENT

Certified Arborist FL-1342A, Member ISA, CDL Certified - Class B, Hundreds of hours of continuing education classes including Safety, Recognizing Hazardous Tree Certification, Tree & Law Course, Chain Saw Safety, Chipper Safety, Aerial Rescue, First Aid/CPR, Trees and Construction Seminars, Proper Pruning Seminars, Tree Selection Seminars, Defensive Driving, Pesticide Application & Tree Analysis.

Certified Tree Care Safety Professional - Certificate #00438

NAA Certified Arborist

Excel, Word, Power Point

Ongoing education obtained through various seminars and company-sponsored training programs in management, sales, marketing, personnel training and development.

PROFESSIONAL AFFILIATIONS

International Society of Arboriculture
Florida Chapter ISA
Tree Care Industry Association
CFHLA Member
Better Business Bureau Member
Florida Apartment Association

REFERENCES AVAILABLE UPON REQUEST

PRESENTATION OF QUALIFICATIONS

Melinda Tankersley

***Owner/CEO CFO
Enviro Tree Service***

**2418 Summerfield Rd
Winter Park, FL 32792**

407-491-7977

Mtankersley@envirotreeservice.com

OBJECTIVE Manage and Maintain Ownership of Enviro Tree Service LLC

Currently: Owner/CEO-CFO of Enviro Tree Service with a passion managing and running a successful company with an emphasis on providing the best quality of service at a fair price and maintaining the safest environment for our employees and clients

Own ♦ Manage ♦ Sale ♦ Territory Development ♦ Account Relations

SUMMARY OF QUALIFICATIONS

Background:

- 31 years' experience running and owning my own business as well as 21 years in outside sales and business development with an emphasis on marketing and accounting.
- Developing and maintaining excellent customer relations, office management, bookkeeping, payroll, and billing.

Strengths: Strong owner/management skills, self-directed entrepreneur having 21 years' experience in the corporate world and 14 years' experience owning and running a growing tree service with my husband with 50 employees, exceptional negotiation and closing abilities as well as advanced computer skills including Excel & QuickBooks.

PROFESSIONAL EXPERIENCE

Oct 2008 - Present **Enviro Tree Service LLC, Apopka, FL**
Owner/CEO/CFO - Perform Job Estimates, Resource Manager, Scheduling

1999 - Present **Realtor – Active License being held with Grace Realty, Inc.**

1986 - 2007 **AAA Cooper Transportation**

Account Manager 11 years, Office Management, Billing, Dispatch 10 years

EDUCATION / PROFESSIONAL DEVELOPMENT

Troy State University, Dothan, Alabama
Bachelor of Business Administration, Minor in Business Marketing, 1991

Real Estate License

PROFESSIONAL AFFILIATIONS

Orlando Regional Board of Realtors
Florida Chapter ISA
Tree Care Industry Association
Better Business Bureau Member
National Realtor Association
CAI Member
CAM University Member
Connect Member

REFERENCES AVAILABLE UPON REQUEST

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are 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: Disney
Contact Person: Gary Gavin
City, State: Lake Buena Vista, FL
Telephone Number: 407-832-3528
Email Address: gary.j.gavin@disney.com
Description of goods/services provided: Arborist Services/Tree Care
Contract Amount: \$1,235,783 yearly
Start/End Date of Contract: April 2009-2027
2. Company Name: The Villages
Contact Person: James Morris
City, State: The Villages, FL
Telephone Number: 352-342-0846
Email Address: james.morris@districtgov.org
Description of goods/services provided: Arborist Services, Tree Removal, Tree Removal
Contract Amount: \$525,280/yr
Start/End Date of Contract: Feb 2021- Feb 2026
3. Company Name: Town of Windermere
Contact Person: Tanya Moore
City, State: Windermere, FL
Telephone Number: 321-299-2410
Email Address: tmoore@town.windermere.fl.us
Description of goods/services provided: Arborist Services/Tree Care
Contract Amount: \$88,356/yr
Start/End Date of Contract: 2016-Present

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Bidder proposes that they are 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 clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this bid package. A minimum of three (3) project shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Disney Palm Pruning
Phone: 407-832-3528 Gary Gavin
Current Client: ☒ Yes ☐ No
Number of years of service provided: 14
Description of service: Park & Resort Wide Palm Pruning - PO's for other Tree Pruning and Removals
are created with this being the base contract
2. Contact Name: The Villages
Phone: 352-342-0846 James Morris
Current Client: ☒ Yes ☐ No
Number of years of service provided: 2
Description of service: Arborist Services, Tree Removal, Tree Removal
3. Contact Name: Town of Windermere
Phone: 321-299-2410
Current Client: ☒ Yes ☐ No
Number of years of service provided: 7 years
Description of service: Arborist Services, Tree Removal, Tree Removal

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1Name: NA

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

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: Citywide Tree Trimming and Removal Services

Solicitation Number: ITB #22-19

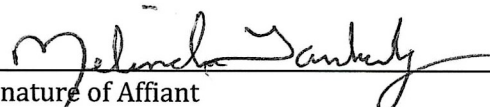
I, the undersigned hereby certify that Enviro Tree Service LLC (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Enviro Tree Service LLC (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.

Melinda Tankersley, Owner/CFO/CEO
Print or Type Name, Title


Signature of Affiant

26-3237095
Federal Employer ID Number (FEIN)

#1599885
E-Verify Number

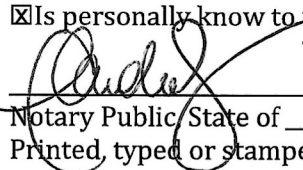
STATE OF FLORIDA

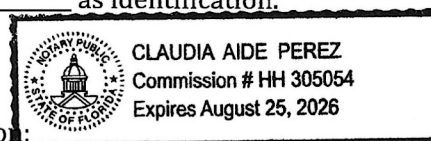
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

20 day of March, 2023, by Melinda Tankersley and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.


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



This document to be completed and returned with your Submittal

My Company Account

My Company Profile

Company Information

Company Name

Enviro Tree Service LLC

Company ID

1599885

Employer Identification Number (EIN)

263237095

DUNS Number

840050038

NAICS Code

114

Subsector

Fishing, Hunting and Trapping

Doing Business As (DBA) Name

Enrollment Date

Oct 20, 2020

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Agriculture, Forestry, Fishing and Hunting

FORM 7.11 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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.

Enviro Tree Service LLC
Organization Name

ITB #22-19
Bid Number or Project Name

Melinda Tankersley, Owner/CFO/CEO
Name and Title of Authorized Representative

Melinda Tankersley 3/20/23
Signature Date

This document must be completed and returned with your Submittal

FORM 7.13 – 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 the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): ITB #22-19

Business Name: Enviro Tree Service LLC Contact Person/Title: Joshua Tankersley

Mailing Address: 3202 Phils Ln City, State, Zip: Apopka, FL 32712

Phone Number: 407-641-6154 Cell Email address: jtankersley@envirotreeservice.com

Physical Presence of Business: ☐ Headquarters ☒ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 26-3237095

Business Structure: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: a Port Orange business initial bid must be within 8% of the lowest and best responsible bid from a non-Port Orange business; a Volusia County business initial bid must be within 5% of the lowest and best responsible bid from a non-Volusia County business; a State of Florida business initial bid must be within 3% of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law or other funding source 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 bidder who misrepresents the local preference status of its firm in a bid or proposal 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

STATE OF: FL

COUNTY OF: Orange

Enviro Tree Service LLC

Name of Business

Melinda Tankersley
Authorized Signature

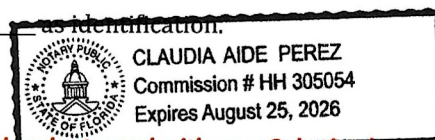
Melinda Tankersley, Owner/CFO/CEO

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of March, 2023, by Melinda Tankersley and who:

☒ 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

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING



CITY OF PORT ORANGE (ATTACHMENT 1) SCHEDULE OF UNIT PRICING ITB #22-19 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

Completed (Attachment 1) MUST be included with Bid Submittal

Bidders are required to complete all fields shaded in Green

NAME OF BUSINESS:	Enviro Tree Service LLC
CONTACT PERSON:	Joshua Tankersley
EMAIL ADDRESS:	jtankersley@enviortreeservice.com
AUTHORIZED SIGNATURE:	

TYPE OF PALM TREE	FLAT RATE/TREE
CABBAGE	\$40
WASHINGTONIA	\$50
MADJOO	\$150
SABLE	\$40
CANARY	\$150

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Palm Tree Trimming						
ITEM #	LOCATION	TYPE OF PALMS	UNIT OF MEASURE	ESTIMATED NUMBER OF PALMS	FLAT RATE/TREE	EXTENDED PRICE
FACILITIES						
1	City Hall Complex (City Center)	Cabbage Palms	Each	50	\$40	\$ 2000 -
2	City Center Dr. @ Annex	Washingtonia	Each	3	\$50	\$ 150 -
3	City Center Dr. @ Annex	Madjool Palms	Each	3	\$150	\$ 450 -
4	Public Works Facility Site	Cabbage Palms	Each	23	\$40	\$ 920 -
5	Fire Station #71 Site	Cabbage Palms	Each	2	\$40	\$ 80 -
6	Fire Station #71 Site	Washingtonia	Each	5	\$50	\$ 250 -
7	Fire Station #72 Site	Cabbage Palms	Each	40	\$40	\$ 1600 -
8	Fire Station #75 Site	Cabbage Palms	Each	24	\$40	\$ 960 -
9	Police Department Site	Madjool Palms	Each	1	\$150	\$ 150 -
10	Causeway Park	Sabal Palm	Each	351	\$40	\$ 14,040 -
11	Riverside And Riverwalk Park/Chamber of Commerce	Sable Palm	Each	177	\$40	\$ 7,080 -
12	Gateway Park	Washingtonia	Each	4	\$50	\$ 200 -
Facilities Total Trees:				683	SUB-TOTAL:	\$ 27,880 -

RIGHTS OF WAY						
13	Ridgewood Avenue SE corner	Cabbage Palms	Each	5	\$40	\$ 200 -
14	Ridgewood Avenue Medians	Madjool Palms	Each	55	\$150	\$ 8,250 -
15	Dunlawton Avenue Medians	Washingtonia	Each	86	\$50	\$ 4,300 -
16	Dunlawton Avenue Medians	Madjool Palms	Each	3	\$150	\$ 450 -
17	Nova Road Medians	Cabbage Palms	Each	18	\$40	\$ 720 -
18	Nova Road Medians	Madjool Palms	Each	24	\$150	\$ 3,600 -
19	Town West Boulevard Medians	Washingtonia	Each	121	\$50	\$ 6,050 -
20	Coraci Boulevard Medians	Washingtonia	Each	45	\$50	\$ 2,250 -
21	McGinnis Avenue Medians	Washingtonia	Each	81	\$50	\$ 4,050 -
22	Tree Garden Drive Median	Cabbage Palms	Each	10	\$40	\$ 400 -
23	Tree Garden Drive Median	Canary Date	Each	6	\$150	\$ 900 -
24	Wiltshire Boulevard & Countryside Medians	Cabbage Palms	Each	24	\$40	\$ 960 -
25	Coral Way Medians	Cabbage Palms	Each	12	\$40	\$ 480 -
26	Willow Run Blvd	Washingtonia	Each	42	\$50	\$ 2,100 -
Rights of Way Total Trees:				532	SUB-TOTAL:	\$ 34,710 -
TOTAL PALM TREE TRIMMING:						\$ 62,590 -

Tree Trimming, Removal & Stump Grinding			
ITEM #	DESCRIPTION	UNIT OF MEASURE	PRICE
27	Tree Removal (less than 12" dia.)-includes debris removal and disposal	each	\$ 600 -
28	Tree Removal (> 12" to 24" dia.)-includes debris removal and disposal	each	\$ 1200 -
29	Tree Removal (>24" to 36" dia.)-includes debris removal and disposal	each	\$ 2800 -
30	Tree Removal (>36" to 48" dia.)-includes debris removal and disposal	each	\$ 3,500 -
31	Tree Removal (>48 to 60" dia.)-includes debris removal and disposal	each	\$ 5,000 -
32	Tree Removal (>60" dia.)-includes debris removal and disposal	each	\$ 6,500 -
33	Stump Grinding (stumps to be ground 6" below existing ground level)	inch	\$ 6 -
34	2-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 200 -
35	3-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 300 -
36	4-Person Crew, aerial lift and chipper, routine hourly pruning & debris removal	hour	\$ 400 -
37	Emergency Tree Work	hour	\$ 150 -
38	Hazard Tree Work	hour	\$ 150 -
TOTAL TREE TRIMMING, REMOVAL & STUMP GRINDING:			\$ 20,700 -
GRAND TOTAL:			\$ 83,650 -

Certificate of Completion

JOSUE ESCRIBANO

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

03/12/2025

Date Expires

110

FDOT Provider #

Jack Luckhardt

Instructor

71424

Certificate #



IOA Risk Services
1855 W State Rd 434
Longwood, FL 32750
www.safetylinks.net
cassandra.hinds@ioausa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com



This Certifies that
JOSUE ESCRIBANO

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 03/12/2025

Certificate # 71424

Instructor: Jack Luckhardt

FDOT Provider # 110

IOA Risk Services

Phone: 800-768-7036

1855 W State Rd 434

Longwood, FL 32750

www.safetylinks.net

cassandra.hinds@ioausa.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

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

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

PRODUCER Jones Insurance Advisors, Inc. 3885 20th Street Vero Beach FL 32960	CONTACT NAME: Jones Insurance Advisors, Inc. PHONE (A/C, No. Ext): (772) 569-6802 E-MAIL ADDRESS: bob@jonesia.com		FAX (A/C, No): (772) 569-6899
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ENVIRO TREE SERVICE, LLC 3202 PHILS LANE APOPKA FL 32712	INSURER A: Nova Casualty Company		42552
	INSURER B: Nova Casualty Company		42552
	INSURER C: Nova Casualty Company		42552
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

17267

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			ARB-ML-10000166-07	07/16/22	07/16/23	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS-COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	☒ AUTOMOBILE LIABILITY			ARB-ML-10000166-07	07/16/22	07/16/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person)				\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident)				\$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)				\$	
								\$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB			ARB-UM-10000045-07	07/16/22	07/16/23	EACH OCCURRENCE	\$ 2,000,000
	☐ OCCUR ☐ CLAIMS-MADE		AGGREGATE				\$ 2,000,000	
	☐ DED ☒ RETENTION \$ 10,000						\$	
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ARB-WK-10000064-04	05/03/22	05/03/23	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 500,000
	☒ N	N/A					E.L. DISEASE-EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER

ENVIRO TREE SERVICE, LLC
3202 PHILS LANE
APOPKA FL 32712

Attention:

CANCELLATION

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

Robert K. Jones Lic # A134715

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000030740

Entity Name: ENVIRO TREE SERVICE LLC

Current Principal Place of Business:

3202 PHILS LANE
APOPKA, FL 32712

Current Mailing Address:

3202 PHILS LANE
APOPKA, FL 32712 US

FEI Number: 26-3237095

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TANKERSLEY, MELINDA B OWNER
3202 PHILS LANE
APOPKA, FL 32712 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MELINDA TANKERSLEY

02/11/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name TANKERSLEY, MELINDA B
Address 3202 PHILS LANE
City-State-Zip: APOPKA FL 32712

Title MGRM
Name TANKERSLEY, JOSHUA G
Address 3202 PHILS LANE
City-State-Zip: APOPKA FL 32712

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELINDA TANKERSLEY

MGRM

02/11/2023

Electronic Signature of Signing Authorized Person(s) Detail

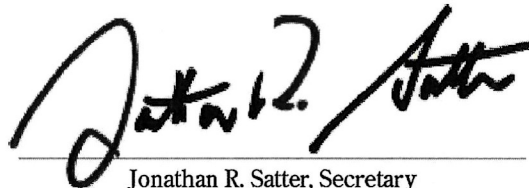
Date

State of Florida

Woman Business Certification

Enviro Tree Service

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/02/2021 to 08/02/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

2022 **EXPIRES 9/30/2023**
3100 TREE TRIMMING/DERBIS \$50.00 25 EMPLOYEES : 3100-1190955

TOTAL TAX \$50.00
PENALTIES \$5.00
PREVIOUSLY PAID \$55.00
TOTAL DUE \$0.00

TANKERSLEY MELINDA

ENVIRO TREE SERVICE LLC
TANKERSLEY MELINDA
3202 PHILS LN
APOPKA FL 32712

3202 PHILS LN
U - APOPKA, 32712

PAID: \$55.00 0098-01090773 10/13/2022

Tax Collector Scott Randolph

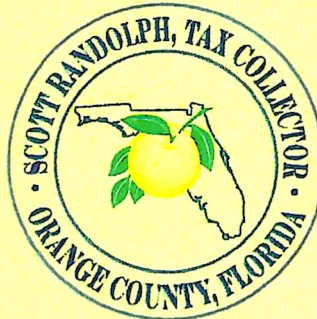
Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES 9/30/2023**
3100 TREE TRIMMING/DERBIS \$50.00 25 EMPLOYEES : 3100-1190955

TOTAL TAX \$50.00
PENALTIES \$5.00
PREVIOUSLY PAID \$55.00
TOTAL DUE \$0.00



TANKERSLEY MELINDA

ENVIRO TREE SERVICE LLC
TANKERSLEY MELINDA
3202 PHILS LN
APOPKA FL 32712

3202 PHILS LN
U - APOPKA, 32712

PAID: \$55.00 0098-01090773 10/13/2022

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

The International Society of Arboriculture

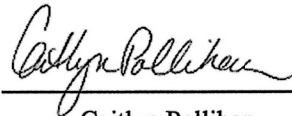
Hereby Announces That

Joshua Tankersley

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

24 July 2004

Issue Date

31 December 2025

Expiration Date

FL-1342A

Certification Number





Certified Treecare Safety Professional

This certifies that

Steven Anderson

*has attained the status of
Certified Tree Care Safety Professional
from the Tree Care Industry Association*

Certification Number: 01618

Renewal Date: 08-28-2023



Peter Gerstenberger

Peter Gerstenberger
Senior Vice President, Industry Expertise

The International Society of Arboriculture

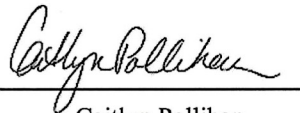
Hereby Announces That

Steven Anderson

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

3 April 2014

Issue Date

30 June 2023

Expiration Date

FL-6612A

Certification Number



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF206623

JIM FRITCHEY JR

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on July 18, 2013*

Richard J. Poirer
Chief Bureau of Entomology and Pest Control

Adam H. Putnam

Adam H. Putnam
Commissioner of Agriculture



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
June 24, 2022

File No.
JF206623

Expires
June 1, 2023

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING June 1, 2023

JIM FRITCHEY JR.
5195 DEER CREEK RD
ORLANDO, FL 32821

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JIM FRITCHEY JR.
CERTIFIED PEST CONTROL OPERATOR

JF206623

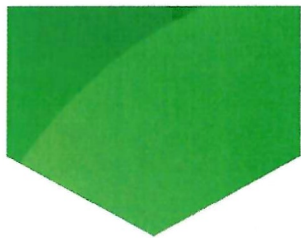
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 1, 2023

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here



BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



The International Society of Arboriculture

Hereby Announces That

Kyle Thornton

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

10 June 2012

30 June 2024

FL-6421A

Issue Date

Expiration Date

Certification Number





BID REQUEST FORM (ITB, RFP, RFSQ, ITN)

ITB #22-19

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: Jen Cox

Section 1: ITB/RFP/RFSQ/ITN Name, Scope, Type

Project name:	City Wide Tree Trimming
General scope of project:	Trimming of various trees throughout the City as described in the scope of work and specifications
Type of project:	☒ Bid ☐ RFP ☐ RFSQ Design/Professional Services (engineering, architect, surveying, landscape) ☐ ITN ☐ Capital ☒ Non-Capital

Section 2: ITB/RFP/RFSQ/ITN Information

Requested by:	Ronny Buttrum-Deputy Director	
Department:	Public Works	
Special Legal Ad:	☐ Y or ☒ N *Per 180.24FS, see below <i>Section 12: Solicitation FAQ</i>	
Estimated amount:	\$150,000	
Bid Bond:	☐ Y or ☒ N	
Grant funded:	☐ Y or ☒ N (If yes, list date & requirements)	Deadline Date:
	Type / Special Requirements:	
Fund Account:	001-4300-541-34.20	
Project#:	n/a	
City Project Manager:	Ronny Buttrum-Deputy Director	
Contract Administrator:	Lynn Stevens-Director Public Works / Utilities	
Project Inspector:	Tom DiEulio-Operations Manager	
Blueprint provided by:	n/a	
Engineer of Record:	n/a	

Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested ITB/RFP/RFSQ/ITN Dates

All dates are subject to scheduling and availability

Release date priority:	☒ High ☐ Medium ☐ Low	Suggested Date:
Pre-Bid date:	Site Visit: ☒ Y or ☐ N Mandatory: ☐ Y or ☒ N	
Due date/opening:		
Committee dates:	n/a	
Delivery/Completion:		
Award/DF to Council:	Note: funding source must be listed on DF	

Section 5: Responsible for Creating Details/Specifications/Scope of Work

☒ Project Manager ☐ Project Engineer/Architect ☐ Other _____ ☐ Assistance from Purchasing*

* Purchasing distributes and advertises all Solicitations and reviews specifications. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.

Section 6: Contract Type

**** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document ****

Contract Type: ☒ Standard services ☐ EJCDC (Engineers Joint Contract Document Committee) ☐ AIA (American Institute of Architects)
(Supplies/Services) (Site/Structures & Design Build) (Building construction)

Contract Term:	2-years	
Renewal Options:	(1) 1-year renewal	
(Days) Substantial Completion	(Days) Final Completion	

P&P Bond: ☐ Y or ☒ N *Payment and Performance Bonds are required for construction projects on public property

* If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:	Daniel Hickey's Tree Service; hickeytreeservice@yahoo.com; 386-804-4756
Bidder:	Yellowstone Landscape; Barry Critcher, bcritcher@yellowstonelandscape.com, 386-569-3649
Bidder:	SB Tree Service, LLC; Dave Michaelson; SBTreeService.com; 386-275-3923
Bidder:	Don's Tree Service; estimates@donstreeservice.net; 386-761-4920
Bidder:	Daytona Tree Service; 386-760-9090
Bidder:	Aardvark Tree Service; 386-270-8599
Bidder:	

Section 8: Director/Department Head Approval

☒ Approved ☐ Rejected Date: 3-8-23 X 

* Upon final approval in BoardSync, screenprint of Finance, Legal, and City Manager Approvals will be attached to this form.

Section 9: Finance Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 10: Legal Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 11: City Manager Review

☐ Approved ☐ Rejected Date: _____ X _____

Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**

Sections 1-7 are to be completed by the Project Manager/Director. Director/Department Head signs section 8.

- **When to use this form**

When purchases exceed \$25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How do I submit this form?**

After Director/Department Head signs approval, initiate an agenda item on BoardSync under Bid Requests and upload this completed form. After uploading to BoardSync, forward the original signed form to the Purchasing Division.

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**

Departments should allow for at least 90 days from *receipt of bid specifications to opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star www.demandstar.com for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.

- **Specifications:** Document specifications should be sent to the Purchasing Agent and Purchasing Manager in one (1) MS WORD file format.

- **One envelope Bid process:** One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.

- **CCNA:** The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:

If planning or study activity for professional services exceeds \$35K:

If basic construction costs estimated by the agency exceeds \$325K:

- **Grants:** Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.

- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

- **Drug Free Tie Bid Form:** The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2023

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

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

PRODUCER Jones Insurance Advisors, Inc. 3885 20th Street Vero Beach FL 32960	CONTACT NAME: Jones Insurance Advisors, Inc.		
	PHONE (A/C, No. Ext): (772) 569-6802	FAX (A/C, No): (772) 569-6899	
	E-MAIL ADDRESS bob@jonesia.com		
INSURED ENVIRO TREE SERVICE, LLC 3202 PHILS LANE APOPKA FL 32712	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nova Casualty Company		42552
	INSURER B: Nova Casualty Company		42552
	INSURER C: Milford Casualty Insurance Company		26662
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

17546

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	ARB-ML-10000166-07	07/16/22	07/16/23	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS-COMP/OP AGG \$ 2,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY	X	X	ARB-ML-10000166-07	07/16/22	07/16/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR	X	X	ARB-UM-10000045-07	07/16/22	07/16/23	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MWC1035140	05/03/23	05/03/24	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Port Orange is included as an Additional Insured on the General Liability and Automobile Liability policies when required by written contract. The General Liability and Automobile Liability policies are written on a Primary and Noncontributory basis. All policies contain a Waiver of Subrogation in favor of the City of Port Orange when required by written contract. The Umbrella policy is written on a Follow Form basis.

CERTIFICATE HOLDERCity of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129

Attention:

CANCELLATION

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

Robert K. JonesLic # A134715



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B7b) Approval of Ratification for CrowderGulf Joint Venture Change Order No. 1 to Task Authorization No. 1 under the Standard Contract for Services CA7232 as it relates to payment of actual expenses due to Hurricane Ian

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ratification of Change Order No. 1 to Task Authorization No. 1 under the Standard Contract for Services CA7232 as it relates to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services for Hurricane Ian in the amount of \$3,411,615.15 for a revised agreement amount not to exceed \$4,411,615.15.

SUMMARY: Pursuant to Section 2-271, Code of Ordinances, City of Port Orange Florida, in situations of an emergency, the city may acquire services in preparation for and during an emergency. Emergency purchases exceeding \$25,000.00 must be ratified by the city council as soon as practicable after the purchased services are completed.

On September 30, 2022, the City entered into Task Authorization No. 1 under the Standard Contract for Services CA7232 as it relates to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services for Hurricane Ian.

Task Authorization No. 1 for storm debris removal was issued for \$1,000,000. This was an initial estimate immediately post-storm to get the process started and mobilize the disaster debris removal contractor. The amount was set to be adjusted to the actual cost when all storm debris was collected, and the clean-up was completed. The actual expenses for this task authorization were \$4,411,615.15. Change Order No. 1 was necessary to increase the spending authorization by \$3,411,615.15 so that all invoices could be processed.

On April 27, 2023, Purchase Order No-002384 was increased and all invoices have been processed.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Dept Justification Memo - CO No 1 - Crowder-Gulf Joint Venture	Dept Justification Memo - CO No 1 - Crowder-Gulf Joint Venture.docx
2.	Executed Crowder-Gulf Joint Venture Change Order No.1	Executed Crowder-Gulf Joint Venture Change Order No.1.pdf
3.	CROWDER-GULF JOINT VENTURE, INC-TASK AUTHORIZATION NO.1_CA7232_9-30-2022	CROWDER-GULF JOINT VENTURE, INC-TASK AUTHORIZATION NO.1_CA7232_9-30-2022.pdf
4.	CrowderGulf Joint Venture PO2384	CrowderGulf Joint Venture PO2384.xlsx

Julia Wiggins	Created/Initiated - 5/1/2023
Lynn Stevens	Approved - 5/15/2023
John McKinney	Approved - 5/16/2023
Matthew Jones	Approved - 5/18/2023
Wayne Clark	Approved - 5/25/2023
Tracee Cody	Final Approval - 6/1/2023



City of Port Orange Public Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Engineering Business Manager

DATE: April 10, 2023

SUBJECT: Crowder-Gulf Joint Venture, Inc. – Change Order No 1 to Task Authorization No 1 (CA7232) – Disaster Debris Removal, Reduction, Disposal, and other Emergency Services – Hurricane Ian

REQUEST:

The Public Utilities Department is requesting Council ratification of Change Order No 1 to Task Authorization No 1 under the Standard Contract for Services CA7232 as it relates to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services for Hurricane Ian in the amount of \$3,411,615.15 for a revised agreement amount not to exceed \$4,411,615.15.

PURPOSE:

The purpose of this request is provided payment for FEMA related services rendered during Hurricane Ian.

CONSIDERATION:

On September 30, 2022, the City entered into Task Authorization No 1 under the Standard Contract for Services CA7232 as it relates to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services for Hurricane Ian.

Task Authorization No 1 was issued for \$1,000,000.00. The actual expenses for this task authorization were \$4,411,615.15. Change Order No 1 was necessary to increase the spending authorization by \$3,411,615.15 so that all invoices could be processed.

On April 27, 2023, Purchase Order No-002384 was increased and all invoices have been processed.

FUNDING:

Fund: 019

Fund Name: Federal Disaster

Cost Center: Hurricane Ian

Program: N/A

Spend Category: Other Contract Services

Additional Work Tag: Declared Emergency

Project No: ZEM203

Amount: \$3,411,615.15

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approve ratification of Change Order No 1 to Task Authorization No 1 under the Standard Contract for Services CA7232 as it relates to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services for Hurricane Ian in the amount of \$3,411,615.15 for a revised agreement amount not to exceed \$4,411,615.15.

ANTICIPATED SCHEDULE:

a.) Council Approval: June 6, 2023

b.) Executed Change Order No 1: Fully executed on 4/28/2023

ATTACHMENTS:

a.) Executed Change Order No 1

b.) Executed Task Authorization No 1

c.) Purchase Order Expenses to date

CHANGE ORDER NO. 1
To the Task Authorization No 1 dated September 30, 2022
Under the Standard Contract for Services dated July 15, 2020
Between the City of Port Orange, Florida and Crowder-Gulf Joint Venture, Inc.

Project: Disaster Debris

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,000,000	Original Contract Times: Substantial Completion: ____ days Final Completion: ____ days (DATE)
Net changes from previous Change Order: No. ____: N/A	Changes in contract time from previous Change Orders: No. ____: 0 days
Contract Price prior to this Change Order: \$1,000,000	Contract Completion Date prior to this Change Order: No. ____: _____ date
Net Increase (decrease) of this Change Order: No. 1 \$3,411,615.15	Changes in contract time requested this Change Order: No. ____: ____ days
Contract Price with all approved Change Orders: \$4,411,615.15	Contract Times with all approved Change Orders: Final Completion: _____ date

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 1 under the Standard Contract for Services entered into by and between the parties on September 30, 2022.
- II. **REQUIRED CHANGES:** Change Order No 1 is necessary to process all the remaining open invoices. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** The original Task Authorization was not executed for the proper amount. The actual expenses for services rendered for Hurricane Ian was \$4,411,615.15.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 1 subject to a limit up to but not to exceed \$4,411,615.15. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
Lynn Stevens, Pub Util Director
Department Project Manager

ACCEPTED BY:
CROWDER-GULF JOINT VENTURE, INC
Contractor

By: _____
Lynn Stevens, Public Utilities Director

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

Date Signed: _____

Date Signed: 04/27/2023

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
Lynn Stevens, Pub Util Director
Department Project Manager

By: 
Lynn Stevens, Public Utilities Director

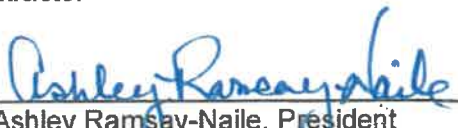
Date Signed: 4-28-2023

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
CROWDER-GULF JOINT VENTURE, INC
Contractor

By: 
Ashley Ramsay-Naile, President

Date Signed: 04/27/2023

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Lynn Stevens, Public Utilities Director

Date Signed: 4-28-2023

City Manager

By: 
Wayne Clark, City Manager

Date Signed: 5/1/2023

If Council approval is required:

By: N/A
Donald O. Burnette, Mayor

Date Signed: _____

Affirmed:



Robin L. Fenwick, MMC, City Clerk

Date Signed: 5/1/2023

TASK AUTHORIZATION NO. 1
Standard Contract for Services dated July 15, 2020
Between the City of Port Orange, Florida and Crowder-Gulf Joint Venture, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation with its principal place of business at 5629 Commerce Boulevard East, Mobile, Alabama 36619 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated July 15, 2020, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Disaster Debris Removal, Reduction, Disposal, and other Emergency Services as related to Hurricane Ian, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall commence the services to be provided herein within 24 hours of the date of written electronic notice by the City to the Contractor, with Contractor's electronic confirmation of receipt.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed One Million and 00/100 Dollars (\$1,000,000.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor acknowledges that the City shall designate a vendor that shall perform services relating to Disaster Debris Monitoring
6. Contractor acknowledges that a Debris Management Site ("DMS") shall be designated by the Public Works and Utilities Director, Lynn Stevens. The City reserves the right to designate alternate sites for Contractor's debris.
7. Contractor agrees to amend this Contract in any manner to comply with Federal Emergency Management Agency ("FEMA") requirements for reimbursements of costs to the City of Port Orange.
8. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.

Mary Challeil Turner
Printed Name: Mary Challeil Turner

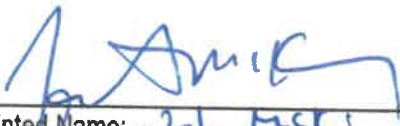
By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

Wesley Naile
Printed Name: Wesley Naile

Date: 09/28/22

Witnesses:

CITY OF PORT ORANGE


Printed Name: John McKinney


By: Wayne Clark, City Manager


Printed Name: Ryan Magel

Date: September 30, 2020

[CA 7232]

EXHIBIT "1"

Contractor's Quote

Consisting of 18 Pages

EXHIBIT "1"

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB #20-05 Disaster Debris Removal and Disposal Services FEMA Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically. The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.					
NAME OF BUSINESS:		Crowder/Gulf Joint Venture, Inc.			
CONTACT PERSON:		John Ramsey, President & CEO			
EMAIL ADDRESS: jramsey@crowdergulf.com		jramsey@crowdergulf.com			
AUTHORIZED SIGNATURE:					
Proposal Pricing					
SCHEDULE A: SCHEDULE OF ITEMS					
Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.					
Category	Description of Services	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Management and Reduction	Debris Management Site Management: Preparation, management and segregating at debris management site	900,000	Cubic Yard	\$ 2.25	\$ 675,000.00
	Above Grade - Air Curtain Burning: Vegetative Debris	130,000	Cubic Yard	\$ 1.90	\$ 247,000.00
	Portable - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	\$ 2.00	\$ 300,000.00
	Grinding: Grinding/Chipping Vegetative Debris NOTE: Valid for C&D Compaction	600,000	Cubic Yard	\$ 2.75	\$ 1,650,000.00
TOTAL MANAGEMENT AND REDUCTION:					\$ 2,910,000.00
Vegetative Collect and Haul	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	\$ 7.40	\$ 2,220,000.00
C & D Collect and Haul	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	\$ 7.40	\$ 2,220,000.00
Mixed Debris Collect and Haul	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	\$ 7.40	\$ 2,220,000.00
White Goods Collect and Haul	Removal of Eligible Non-refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	500	Each	\$ 35.00	\$ 17,500.00
	Removal of Eligible Refrigerant White Goods - Work consists of load and haul eligible refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law	500	Each	\$ 60.00	\$ 30,000.00
TOTAL WHITE GOODS COLLECT AND HAUL:					\$ 47,500.00
Tree Operations	Removal of Hazardous Trees - Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the City ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch - 22.9 inch diameter	100	Per Tree	\$ 70.00	\$ 7,000.00
	13.0 inch - 24.9 inch diameter	100	Per Tree	\$ 118.00	\$ 11,800.00
	25.0 inch - 35.9 inch diameter	100	Per Tree	\$ 170.00	\$ 17,000.00
	37.0 inch - 48.9 inch diameter	100	Per Tree	\$ 245.00	\$ 24,500.00
	49 inch and greater diameter	100	Per Tree	\$ 290.00	\$ 29,000.00
	Removal of Hazardous Limbs - Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
Hazardous Limbs are 2" inches and greater in diameter at point of break.	300	Per Tree	\$ 35.00	\$ 10,500.00	
TOTAL TREE OPERATIONS:					\$ 99,800.00
Final Disposition - Reduced Debris Collect and Haul	Haul-out of Reduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting reduced eligible disaster debris to a City approved final disposal site. (Mileage is based on one-way haul distance) NOTE: Based on debris from contractor operated DMS				
	0-30.0 MILES	600,000	Cubic Yard	\$ 1.50	\$ 900,000.00
	30.1-60.0 Miles	600,000	Cubic Yard	\$ 2.00	\$ 1,200,000.00
	60.1-90.0 Miles	200,000	Cubic Yard	\$ 3.40	\$ 680,000.00
	90.1-120.0 Miles	100,000	Cubic Yard	\$ 4.65	\$ 465,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	\$ 7.00	\$ 700,000.00

	150.1 Miles or Greater	100,000	Cubic Yard	\$ 8.50	\$ 850,000.00
TOTAL FINAL DISPOSITION- REDUCED DEBRIS; COLLECT AND HAUL:					\$ 4,795,000.00
Final Disposition - Unreduced Debris; Collect and Haul	Haul-out of Unreduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting unreduced eligible disaster debris from a public property or RDW to a City approved final disposal site. (Mileage is based on one-way haul distance)				
	0-30.0 MILES	500,000	Cubic Yard	\$ 9.00	\$ 4,500,000.00
	30.1-60.0 Miles	500,000	Cubic Yard	\$ 9.25	\$ 4,625,000.00
	60.1-90.0 Miles	300,000	Cubic Yard	\$ 9.50	\$ 2,850,000.00
	90.1-120.0 Miles	200,000	Cubic Yard	\$ 9.75	\$ 1,950,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	\$ 10.00	\$ 1,000,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	\$ 11.50	\$ 1,150,000.00
TOTAL FINAL DISPOSITION- UNREDUCED DEBRIS; COLLECT AND HAUL:					\$ 16,075,000.00
<u>LABOR RATES:</u> All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.					
Category	Labor Category	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Project Management	Project Manager with truck and cell phone	N/A	HOURL	\$ 110.00	N/A
	Field Supervisor with truck and cell phone	N/A	HOURL	\$ 85.00	N/A
	Administrative Assistant	N/A	HOURL	\$ 40.00	N/A
	Clerical Worker	N/A	HOURL	\$ 32.00	N/A
PROJECT MANAGEMENT TOTAL:					\$ 273.00
Work Crews	Heavy Equipment Operator	N/A	HOURL	\$ 45.00	N/A
	Tool Operator (Chainsaw)	N/A	HOURL	\$ 40.00	N/A
	Traffic Controller (Flagman)	N/A	HOURL	\$ 40.00	N/A
	Laborer with Small Tools	N/A	HOURL	\$ 40.00	N/A
	Hazardous Materials Worker with Gear	N/A	HOURL	\$ 45.00	N/A
	Mechanic with Truck and Tools	N/A	HOURL	\$ 125.00	N/A
	Tree Climber with Chainsaw and Gear	N/A	HOURL	\$ 125.00	N/A
WORK CREWS TOTAL:					\$ 498.00
<u>SUMMARY OF SCHEDULE A: COST PROPOSAL FEES</u>					
Category				Total Price	
Management and Reduction				\$	2,950,000.00
Vegetative Collect and Haul				\$	2,220,000.00
C & D Collect and Haul				\$	2,220,000.00
Mixed Debris Collect and Haul				\$	2,220,000.00
White Goods Collect and Haul				\$	47,500.00
Tree Operations				\$	99,800.00
Final Disposition - Reduced Debris; Collect and Haul				\$	4,795,000.00
Final Disposition - Unreduced Debris; Collect and Haul				\$	16,075,000.00
Project Management				\$	273.00
Work Crews				\$	498.00
SCHEDULE A TOTAL:				\$	30,568,071.00
<u>SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS</u>					
Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the City.					
Category	Labor Category	Unit of Measure		Unit Price	
	Load, Haul and Dispose of Household Hazardous Waste	Pound		\$ 8.95	

Specialty Removal	Electronic Waste - Removal of Electronic Debris that contains hazardous materials; Includes computer monitors and televisions.	Pound	\$	7.50	
	Bio-waste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$	3.95	
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$	3.95	
	Load, Haul and Dispose of Animal Carcasses	Each	\$	150.00	
Canal and Waterway Debris Removal	Width 0-4 feet	Cubic Yard	\$	40.00	
	Width 4.1-8 feet	Cubic Yard	\$	48.00	
	Width 8.1-12 feet	Cubic Yard	\$	48.00	
	Width 12.1-16 feet	Cubic Yard	\$	48.00	
	Width 16.1-20 feet	Cubic Yard	\$	90.00	
	Width 20.1 Feet or greater	Cubic Yard	\$	90.00	
Sand Collection and Screening	Screen/Sift Sand, Soil and Mud	Cubic Yard	\$	16.00	
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$	24.00	
Removal and Storage of Vehicles and Vessels	Removal of Eligible Abandoned Vehicle or Vessel to City approved Staging Area				
	Vehicle Removal	Each	\$	150.00	
	Vessel Removal (Land)	Linear Foot	\$	65.00	
	Vessel Removal (Marine)	Linear foot	\$	125.00	
Hazardous Tree Rucking	6.0 Inch - 24.0 Inch diameter	Each	\$	180.00	
	24.1 Inch - 36.0 Inch diameter	Each	\$	250.00	
	Greater than 36.0 Inch diameter	Each	\$	350.00	
Hazardous Stump Removal	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved City DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.				
	24 -36 inches diameter	Each	\$	200.00	
	36.1-48 inches diameter	Each	\$	300.00	
	48.1-72 inches diameter	Each	\$	400.00	
	Greater than 72 inches diameter	Each	\$	500.00	
OTHER: Define other work items that may be required and the hourly rate to provide	Marine Scrap Debris Removal (Per Addendum)	Cubic Yard	\$	125.00	
	NOTE: Tipping / disposal fees for all items must be paid through to Client	Hour	\$		
		Hour	\$		
		Hour	\$		
		Hour	\$		
		Hour	\$		
		Hour	\$		
		Hour	\$		
		Hour	\$		
Work Crew Category: (Typical Crew Makeup for "First Push" Operations)	Wheel Loader with Operator, 2.5cy, Foreman with Support Vehicle and Small Equipment, Laborer with Chainsaw and two (2) Laborers with Small Tools	Hour for Complete Work Crew	\$	305.00	
EQUIPMENT RATE SCHEDULE					
Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
1	Aerial Lift, Self Propelled	Max Platform HT	37 h/15 HP	Articulated, Telescoping, Scissor	\$ 27.50
2	Aerial Lift, Self Propelled	Max Platform HT	60 h/30 HP	Articulated, Telescoping, Scissor	\$ 34.50
3	Aerial Lift, Self Propelled	Max Platform HT	70 h/50 HP	Articulated, Telescoping, Scissor	\$ 44.00

1	Aerial Lift, Self Propelled	Max Platform HT	125 ft/To 85 HP	Articulated, Telescoping, Scissor	\$	82.50
2	Aerial Lift, Self Propelled	Max Platform HT	150 ft/To 130 HP	Articulated, Telescoping, Scissor	\$	112.50
3	Aerial Lift, Truck Mounted	Max Platform HT	25 ft	Articulated, Telescoping, Scissor	\$	27.00
4	Aerial Lift, Truck Mounted	Max Platform HT	50 ft	Articulated, Telescoping, Scissor	\$	51.75
5	Aerial Lift, Truck Mounted	Max Platform HT	75 ft	Articulated, Telescoping, Scissor	\$	70.75
6	Aerial Lift, Truck Mounted	Max Platform HT	100 ft	Articulated, Telescoping, Scissor	\$	137.50
10	Breaker, Hand-Held Pavement	N/A	N/A	N/A	\$	10.00
11	Breaker, Pavement	N/A	N/A	N/A	\$	35.00
12	Breaker, Pavement	N/A	N/A	N/A	\$	40.00
13	Breaker, Pavement	N/A	N/A	N/A	\$	50.00
14	Breaker, Pavement	N/A	N/A	N/A	\$	40.00
18	Bucket, Clamshell	Capacity	1.0 CY	N/A	\$	20.00
15	Bucket, Clamshell	Capacity	2.5 CY	N/A	\$	30.00
17	Bucket, Clamshell	Capacity	5.0 CY	N/A	\$	40.00
16	Bucket, Clamshell	Capacity	7.5 CY	N/A	\$	60.00
19	Chainsaw	Bar Length	16 in	N/A	\$	10.00
20	Chainsaw	Bar Length	25 in	N/A	\$	12.00
21	Chainsaw Pole	Bar Size	18 in	N/A	\$	10.00
22	Chipper, Brush	Chipping Capacity	6 in/To 35 HP	Trailer Mounted	\$	50.00
23	Chipper, Brush	Chipping Capacity	12 in/To 65 HP	Trailer Mounted	\$	75.00
24	Chipper, Brush	Chipping Capacity	16 in/To 100 HP	Trailer Mounted	\$	125.00
25	Chipper, Brush	Chipping Capacity	18 in/To 125 HP	Trailer Mounted	\$	150.00
26	Chipper, Brush	Chipping Capacity	16 in/To 200 HP	Trailer Mounted	\$	200.00
27	Chipper, Brush	Chipping Capacity	18 in/To 300 HP	Trailer Mounted	\$	350.00
28	Chipper, Brush	Chipping Capacity	20 in/To 450 HP	Trailer Mounted	\$	450.00
29	Chipper, Brush	Chipping Capacity	22 in/To 650 HP	Trailer Mounted	\$	500.00
30	Crane	Max Lift Cap	8 MT/To 80 HP	N/A	\$	125.00
31	Crane	Max Lift Cap	15 MT/To 150 HP	N/A	\$	150.00
32	Crane	Max Lift Cap	27 MT/To 200 HP	N/A	\$	160.00
33	Crane	Max Lift Cap	43 MT/To 300 HP	N/A	\$	215.00
34	Crane	Max Lift Cap	70 MT/To 550 HP	N/A	\$	275.00
35	Crane	Max Lift Cap	110 MT/To 450 HP	N/A	\$	350.00
36	Crane, Truck Mounted	Max Lift Cap	17,600 lbs	N/A	\$	70.00
37	Crane, Truck Mounted	Max Lift Cap	31,000 lbs	N/A	\$	90.00
38	Crane, Truck Mounted	Max Lift Cap	60,000 lbs	N/A	\$	110.00
39	Crane, Truck Mounted	Max Lift Cap	120,000 lbs	N/A	\$	200.00
40	Fork Lift	Capacity	6,000 lbs/To 60 HP	N/A	\$	50.00
41	Fork Lift	Capacity	12,000 lbs/To 90 HP	N/A	\$	60.00
42	Fork Lift	Capacity	18,000 lbs/To 140 HP	N/A	\$	65.00
43	Fork Lift	Capacity	50,000 lbs/To 215 HP	N/A	\$	70.00
44	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 35 HP	N/A	\$	50.00
45	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 60 HP	N/A	\$	60.00
46	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 85 HP	N/A	\$	80.00

47	Loader, Skid Steer	Operating Capacity	4,000 lbs/To 94 HP	N/A	\$ 95.00
48	Loader, Wheel	Bucket Capacity	0.5 CY/To 38 HP	N/A	\$ 110.00
49	Loader, Wheel	Bucket Capacity	1 CY/To 60 HP	N/A	\$ 125.00
50	Loader, Wheel	Bucket Capacity	2 CY/To 105 HP	N/A	\$ 135.00
51	Loader, Wheel	Bucket Capacity	3 CY/To 152 HP	N/A	\$ 145.00
52	Loader, Wheel	Bucket Capacity	4 CY/To 200 HP	N/A	\$ 155.00
53	Loader, Wheel	Bucket Capacity	5 CY/To 250 HP	N/A	\$ 165.00
54	Loader, Wheel	Bucket Capacity	6 CY/To 305 HP	N/A	\$ 175.00
55	Loader, Wheel	Bucket Capacity	7 CY/To 350 HP	N/A	\$ 185.00
56	Loader, Wheel	Bucket Capacity	8 CY/To 415 HP	N/A	\$ 195.00
57	Loader, Wheel	Bucket Capacity	9 CY/To 470 HP	N/A	\$ 215.00
58	Loader, Wheel	Bucket Capacity	10 CY/To 530 HP	N/A	\$ 225.00
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY/To 40 HP	Loader and Backhoe Bucket Included	\$ 50.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY/To 85 HP	Loader and Backhoe Bucket Included	\$ 60.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY/To 95 HP	Loader and Backhoe Bucket Included	\$ 75.00
62	Loader-Backhoe, Wheel	Bucket Capacity	2.75 CY/To 115 HP	Loader and Backhoe Bucket Included	\$ 80.00
63	Saw, Concrete	Blade Diameter	14 in/To 34 HP	N/A	\$ 25.00
64	Saw, Concrete	Blade Diameter	26 in/To 35 HP	N/A	\$ 30.00
65	Saw, Concrete	Blade Diameter	48 in/To 65 HP	N/A	\$ 35.00
66	Sweeper, Pavement	N/A	To 110 HP	N/A	\$ 45.00
67	Sweeper, Pavement	N/A	To 150 HP	N/A	\$ 50.00
68	Sweeper, Pavement	N/A	To 200 HP	N/A	\$ 75.00
69	Trailer, Dump	Capacity	20 CY	Does Not Include Prime Mover	\$ 40.00
70	Trailer, Dump	Capacity	30 CY	N/A	\$ 55.00
71	Trailer, Dump	Capacity	40 CY	Does Not Include Prime Mover	\$ 60.00
72	Trailer, Equipment	Capacity	30 Tons	N/A	\$ 115.00
73	Trailer, Equipment	Capacity	40 Tons	N/A	\$ 130.00
74	Trailer, Equipment	Capacity	60 Tons	N/A	\$ 150.00
75	Trailer, Equipment	Capacity	120 Tons	N/A	\$ 200.00
76	Truck, Dump	Truck Capacity	8 CY/To 210 HP	N/A	\$ 65.00
77	Truck, Dump	Truck Capacity	10 CY/To 235 HP	N/A	\$ 75.00
78	Truck, Dump	Truck Capacity	12 CY/To 255 HP	N/A	\$ 85.00
79	Truck, Dump	Truck Capacity	18 CY/To 330 HP	N/A	\$ 105.00
80	Truck, Dump	Truck Capacity	28 CY/To 400 HP	N/A	\$ 120.00
81	Truck, Dump	Truck Capacity	40 CY/To 460 HP	N/A	\$ 125.00
82	Truck, Dump	Truck Capacity	50 CY/To 520 HP	N/A	\$ 130.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs/To 150 HP	N/A	\$ 30.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs/To 180 HP	N/A	\$ 40.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs/To 215 HP	N/A	\$ 45.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs/To 250 HP	N/A	\$ 50.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs/To 300 HP	N/A	\$ 60.00
88	Truck, Flatbed	Max Gross Vehicle Weight	To 375 HP	N/A	\$ 70.00

89	Truck, Flatbed	Max Gross Vehicle Weight	To 450 HP	N/A	\$ 80.00
90	Truck, Knuckle Boom	N/A	N/A	Add Flatbed Truck to Truck Mounted Crane	\$ 110.00
91	Truck, Pickup	N/A	To 130 HP	N/A	\$ 35.00
92	Truck, Pickup	N/A	To 180 HP	N/A	\$ 38.00
93	Truck, Pickup	N/A	To 230 HP	N/A	\$ 20.00
94	Truck, Pickup	N/A	To 280 HP	N/A	\$ 25.00
95	Truck, Tractor	N/A	To 210 HP	N/A	\$ 40.00
96	Truck, Tractor	N/A	To 265 HP	N/A	\$ 50.00
97	Truck, Tractor	N/A	To 310 HP	N/A	\$ 55.00
98	Truck, Tractor	N/A	To 350 HP	N/A	\$ 65.00
99	Tub Grinder	N/A	To 400 HP	N/A	\$ 325.00
100	Tub Grinder	N/A	To 500 HP	N/A	\$ 370.00
101	Tub Grinder	N/A	To 600 HP	N/A	\$ 425.00
102	Tub Grinder	N/A	To 700 HP	N/A	\$ 450.00
103	Tub Grinder	N/A	To 800 HP	N/A	\$ 525.00
104	Tub Grinder	N/A	To 900 HP	N/A	\$ 600.00
105	Tub Grinder	N/A	To 1,000 HP	N/A	\$ 650.00

OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.

Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
106					\$
107					\$
108					\$
109					\$
110					\$
111					\$
112					\$
113					\$
114					\$
115					\$
116					\$
117					\$
118					\$
119					\$
120					\$

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 square miles (74.3 km²), of which 26.6 square miles (69.0 km²) is land and 2.0 square miles (5.3 km²) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 1 golf course, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

Background

The City of Port Orange (City) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks sealed bid proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

Description of Designated Areas

- A. The designated area for debris removal is bounded by the City limits plus the Halifax River immediately adjacent to the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager.
- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

- D. Loose leaves and small debris in excess of one, bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that has been approved to receive storm-generated debris and adhere to all local, state and federal regulations.
- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. Contractor is responsible for maintaining the access road from the nearest publicly maintained roadway to each DMS location. The Contractor may bill the City for costs associated with the materials to include the hauling and placement needed to stabilize and maintain access road maintenance with the approval of the City Debris Manager. If additional material is acquired other than what is on site, Contractor is required to request approval from the City Debris Manager prior to purchase of said materials.
- H. The City Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.
- I. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- J. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The City is to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the City prior to submitting the Final Invoice.
- L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any City public utilities works.

- M. The City reserves the right to inspect DMS, verify quantities and review operations at any time.
- N. The City will not pay for removal and reduction of debris that has an incomplete load ticket. Only tickets that are one hundred percent (100%) complete will be paid by the City.
- O. Contractor shall provide a truck dispatch list to designated debris monitoring firm project manager or designee by 9:00 PM Eastern Time prior to the next workday.
- P. City reserves the right to prohibit the use of certain roads by Contractor vehicles to travel to a DMS, for example, thru a central business district.
- Q. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces to expedite debris removal.
- R. The Contractor shall be responsible to repair or replace any damage to public or private property caused by the activities conducted in this scope of work.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Task Authorization orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager.

It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Authorization orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City designated roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within three (3) calendar days of the issuance of the Task Authorization from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's three (3) calendar days limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting

and ending times, and zones/areas worked identified by road name with extents. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate, proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
- g. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Collection of Eligible Vegetative Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris from Citizen Drop Off Sites and additional consolidated collection points located throughout the City to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Removal of Eligible vegetative debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by the City Debris Manager.
- b. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.

4. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and

regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

5. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Manager.

- a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost

reflected in this scope of services item 5. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of

HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
- n. Weekly pile measurements shall be taken to confirm prior week burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

7. DMS(s) Management, Operations and Reduction Through Pile Burn Incineration

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through Pile Burn Incineration of Eligible disaster related debris. Pile Burn reduction must be approved by the City Debris Manager, Florida Division of Forestry and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA, FDEP, and the Florida Division of Forestry. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, FDEP and the Florida Division of Forestry guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined

containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 8. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See **Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities or site application of the ash, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc., with the exception of ash that can be land applied with City Debris Manager approval, is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
- n. Weekly pile measurements shall be taken to confirm prior burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

8. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City.

9. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal."

Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible

hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.

- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

10. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item.

The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions of scope of services item.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.

2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item-2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

NOTE: Stump removal will be based on the most current version of the Public Assistance Program and Policy Guide (PAPPG) that is in effect at the time of the disaster.

11. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

12. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

13. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

14. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

15. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
- c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
- d. Abandoned Vehicles and Vessels- The Contractor shall remove vehicles and vessels from City ROW and City property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.
- e. Oil/Chemical Spill Cleanup- The Contractor shall provide the materials and labor required to contain and provide cleanup and recovery of eligible oil and/or chemical spills within the City. The Contractor will be responsible for the final disposition of all materials in accordance with all local, state and federal environmental regulations.

16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non- Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM

structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

[Remainder of this page left intentionally blank]

BLANKET PURCHASE ORDER DETAIL SHEET

Vendor:	CrowderGulf Joint Venture, Inc
Division:	Admin
PO# :	002384
PO Date:	10/07/2022
Original Amt:	\$ 1,000,000.00
Change Order No__:	\$ 3,411,615.15
	\$ 4,411,615.15

[illegible]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B7c) Approval of the renewal agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM

DEPARTMENT: Public Works

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the renewal of the agreements for the purchase of bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on the terms and conditions provided in the Volusia County consortium bid, ITB 19-B-70EM, as amended by the price redetermination approved by Volusia County.

SUMMARY: The Public Works Department requests City Council approve the renewal agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil, based on pricing and terms provided in the Volusia County consortium bid, ITB 19-B-70EM.

Pricing for Gentry Oil is consistent with the prior agreement, based on \$0.17 over OPIS daily low & high average. Gentry Oil provides low sulfur diesel, e-10 and red-dyed fuel.

Pricing for Petroleum Traders was increased moderately for the new term from \$0.0527 to \$0.0627 over OPIS daily low and \$0.202 to \$0.0302 over OPIS daily high, specifically for diesel over 7500 gallons. For under 7500 gallons, pricing was revised from \$0.30 to \$0.31 over OPIS daily low and \$0.25 to \$0.26 over OPIS daily high. Petroleum Traders also provides dyed fuel, with the same pricing adjustment approved.

Mansfield Oil Company also requested a moderate increase for diesel, E-10 and red-dyed fuel. New term pricing adjusted for OPIS daily low pricing only. Diesel over 7500 gallons moved from \$0.0526 to \$0.0730, with changes to under 7500 gallons revised from \$0.2824 to \$0.3028. E-10 fuel over 8000 gallons increased from \$0.0512 to \$0.0659 and less than 8000 gallons from \$0.3084 to \$0.3231. Red-dyed fuel of 7500 gallons or more was adjusted from \$0.0526 to \$0.0730 and less than 7500 gallons increased from \$0.4835 to \$0.5039.

The consortium accepted all changes to the pricing detailed above. The initial term of the Master Agreement was May 7, 2019 to May 6, 2022. The first renewal term was just completed. On May 2, 2023, Volusia County Council approved the second and final renewal option for the period of May 2, 2023, and it continues through May 7, 2024, under the same terms and conditions with the price adjustments described

hereinabove. The City staff is satisfied with the service level that has been provided and recommends an extension of the agreements.

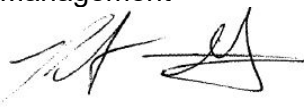
The Volusia County ITB and the Purchase Order shall constitute the contract documents. No additional contract documentation is required for this purchase. Approval of this renewal by the City Council is requested consistent with the requirements of the purchasing policy. Participation in the consortium for the purchase of fuel is in the best interest of the City to ensure the City is purchasing fuel at the lowest price available.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Volusia County Council Agenda 10802	Volusia County Council Agenda 10802.pdf
2.	MA 32389B - GENTRY OIL LLC _ 5_9_2023_	MA 32389B - GENTRY OIL LLC _ 5_9_2023_.pdf
3.	MA _ 32390B - _ MANSFIELD OIL COMPANY _ 5_9_2023_	MA _ 32390B - _ MANSFIELD OIL COMPANY _ 5_9_2023_.pdf
4.	MA _ 32391B - _ PETROLEUM TRADERS CORP _ 5_9_2023_	MA _ 32391B - _ PETROLEUM TRADERS CORP _ 5_9_2023_.pdf
5.	Gentry Oil Gilmore Trucking COI - ALL 11.10.23	Gentry Oil Gilmore Trucking COI - ALL 11.10.23.pdf
6.	Mansfield COI exp 2-1-24	Mansfield COI exp 2-1-24.pdf
7.	Petroleum Traders COI expires 9-1-23	Petroleum Traders COI expires 9-1-23.pdf

Denyce Frey	Created/Initiated - 5/11/2023
Tom DiEulio	Approved - 5/11/2023
John McKinney	Approved - 5/16/2023
Matthew Jones	Approved - 5/23/2023
Wayne Clark	Approved - 5/25/2023
Tracee Cody	Final Approval - 6/1/2023

Date: 05/02/2023		AGENDA ITEM		Item: 05	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government
				☒	NA
Department: Business Services					
Division: Fleet Management					
Subject: Renewal of agreements for bulk fuel, 19-B-70EM.					
Jeaniene Jennings Director Business Services  Department Approval		Jennifer Ditslear Approved in Accordance with Purchasing Policies and Procedures  Approved as to Budget Requirements		Legal Heather Wallace Deputy County Attorney  Approved as to Form and Legality	
Robert Gilmore Director Fleet Management  Division Approval				County Manager's Office Ryan Ossowski Chief Financial Officer 	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
513 Equipment Maintenance		513-860-6300-5220 (Estimated Annual Expenditure: Fuel)		\$6,730,000.00	
456 Volusia Transportation Authori		456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)		\$2,950,800.00	
999 Various		Various Accounts (Estimated Annual Expenditures)		\$123,000.00	
Total Item Budget: \$9,803,800.00					
Staff Contact(s):				Phone:	Ext.
Jeaniene Jennings				386 822 5789	15789
Robert Gilmore				386 254 1595	11862
Summary/Highlights:					
On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland, Mansfield Oil Company, and Petroleum Traders Corporation, for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals. On April 19, 2022, the county council approved the first one-year renewal. The fleet management division manages the fuel supply for the county. There are 7 fuel sites with a total fuel capacity of 140,000 gallons distributing approximately 1.8 million gallons of fuel					

annually to county departments and divisions. The fuel sites allow the county to be self-sufficient and have a reliable fuel supply for everyday needs and during emergencies.

As the lead agency, the county created a fuel bid consortium that also includes 8 local agencies and all constitutional offices. The bulk fuel bid allows the county and many local agencies to purchase fuel at a much lower cost than if purchased at retail gas stations.

Staff is satisfied with the service level provided by these vendors and recommends extension of the agreements for the final one (1) year renewal with the same terms and conditions. The estimated annual expenditure for these services is \$9,803,800.

Recommended Motion: Approval.



Master Agreement

NO. 860 32389B - 1

TERM: 2023-05-02 to 2024-05-07

Page 1 of 2

Date Issued: 05/09/2023

Vendor contact: Name: BOB GILMORE Phone: 386-734-4239 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: GENTRY OIL LLC 1761 LANGLEY AVE DELAND, FL 32724-2180		Vendor No. 95012300010	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



19-B-70EM Bulk Fuel Attachment A

Bidders shall complete all fields shaded in blue.

Company Name: Gentry Oil, LLC

Fuel Type	Markup over OPIS daily low	Markup over OPIS daily
Ultra Low Sulfur Diesel +/- 7500 gallons		
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.17	\$0.17
E-10 Fuel +/- to 8000 gallons		
E-10 Fuel less than 8000 gallons	\$0.17	\$0.17
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons		
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.17	\$0.17

1 Any additional fee for split loads:

If YES, please state fee:

YES / NO
NO

2 List any additional fee for "above" vs. "below" ground tanks:

3 Drop Charge for tank wagon delivery, if any:

If YES, please state fee:

YES / NO
YES
\$50.00
less than
100gals

4 Which terminal will be utilized to supply fuel?

Orlando



Master Agreement

NO. 860 32390B - 1

TERM: 2023-05-02 to 2024-05-07

Page 1 of 2

Date Issued: 05/09/2023

Vendor contact: Name: LIBBY NORRIS Phone: 678-450-2081 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: MANSFIELD OIL COMPANY 1025 AIRPORT PKWY SW GAINESVILLE, GA 30501-6813		Vendor No. MAO45690000	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Ext: 15788 Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet *Use new price sheet for cost as of 4/19/22*	0.000000
3	40500	EA	per attached Price Redetermination attached *Only Ultra low sulfur diesel +/- 7500 price decreased 5/7/2023*	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

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Providing any good or service constitutes acceptance of this entire PO or MA without exception.
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Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

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Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

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Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (current)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3028	6.97%
E-10 Fuel +/- 8000 gallons	\$0.0512	\$0.0659	25.11%
E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.5039	4.13%
Total Average %			18%
Approved by: <i>Pamela Wilsky</i> Pam Wilsky, NIGP-CPP, CPPO, CPPB Director of Purchasing & Contracts			

Price Redetermination (Section 2.11) as of 3/2023

19-B-70EM

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (cuurent)	Vendor Proposed Markup over OPIS daily low
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0730	\$0.0617
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.3028	\$0.3028
E-10 Fuel +/- 8000 gallons	\$0.0659	\$0.0659
E-10 Fuel less than 8000 gallons	\$0.3231	\$0.3231
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0730	\$0.0730
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.5039	\$0.5039

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts



Master Agreement

NO. 860 32391B - 1

TERM: 2023-05-02 to 2024-05-07

Page 1 of 2

Date Issued: 05/09/2023

Vendor contact: Name: JOE VANDERPOOL Phone: 888-637-7661 Ext.: E-mail: JVANDERPOOL@PETROLEUMTRADE		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 Ext.: 11854 E-mail: vbertling@volusia.org		Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928		Vendor No. 98020200020		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 Ext: 15788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Bulk Fuel				

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 price redetermination Diesel/Dyed Fuel only	0.000000
3	40500	EA	per attached price sheet AS OF 5/7/2023 Price Redetermination attached- marginal increase of +.0100 for 87 Octane gasoline only (E10)	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation



Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0202	\$0.0302
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600
Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0217	\$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600

Approved by:

A handwritten signature in blue ink, appearing to read "Pam Wilsky", is written over a horizontal line.

**Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts**

	Price Redetermination as of 03/2023 19-B-70EM, Bulk Fuel Petroleum Traders Corporation 					
	Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily	
	E-10 Fuel +/- 8000 gallons	\$0.0474	\$0.0574	\$0.0124	\$0.0224	
	E-10 Fuel less than 8000 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600	

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED GENTRY OIL LLC, GILMORE TRUCKING LLC 1781 LANGLEY AVE DELAND, FL 32724-2180		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	9041278	11/10/2022	11/10/2023	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000	
	MED EXP (Any one person)						EXCLUDED	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPROP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	9041278	11/10/2022	11/10/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION	N	N	9041279	11/10/2022	11/10/2023	EACH OCCURRENCE	\$1,000,000
	AGGREGATE						\$1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	9321843	11/10/2022	11/10/2023	☒ PER STATUTE ☐ OTHER	
	E.L. EACH ACCIDENT						\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$1,000,000	

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

BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT

WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

050-718-6
CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE, FL 32129-4144

25 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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

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

PRODUCER Marsh & McLennan Agency LLC 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Kristian Lingerfelt	
	PHONE (A/C, No, Ext): 770-476-1770	FAX (A/C, No): 770-476-3651
	E-MAIL ADDRESS: Kristian.Lingerfelt@MarshMMA.com	
INSURED Mansfield Oil Company of Gainesville, Inc 1025 Airport Parkway, SW Gainesville, GA 30501	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: Allied World Assurance Company (U.S) I	19489
	INSURER D: Endurance American Specialty Ins. Co.	41718
	INSURER E: Gemini Insurance Co.	10833
	INSURER F: Crum & Forster Specialty Ins. Co.	44520

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		1000090701231	02/01/2023	02/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS80 ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ CA9948		BAP015277703	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		SEE BELOW	02/01/2023	02/01/2024	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC015277503 (FL,MA,WI) WC015277603	02/01/2023	02/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liab.- Claims Made		03059391	12/23/2020	12/23/2023	\$10,000,000 Each Inc. \$10,000,000 Aggregate

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

INSURER G - AXIS Surplus Ins. Co. - NAIC #26620

INSURER H - RSUI Indemnity Co. - NAIC #22314

INSURER I - Great American Assurance Co. NAIC #26344

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Volusia, FL
Purchasing & Contracts Division
123 W Indiana Ave Suite 302
Deland, FL 32720-0000

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

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

DESCRIPTIONS (Continued from Page 1)

EXCESS AUTO LIABILITY:

Insurer D - Policy #EXT30003209602 - \$1,000,000 xs Primary

Insurer E - Policy #GVE100229305 - \$5,000,000 xs \$1,000,000

Insurer F - Policy #SEO122260 - \$3,000,000 xs \$6,000,000

Insurer G - Policy #P00100105226501 - \$5,000,000 xs \$9,000,000

EXCESS GENERAL LIABILITY:

Insurer A - Policy #1000095554231 - \$15,000,000 xs Primary

EXCESS EMPLOYERS LIABILITY:

Insurer H - Policy #NHA100741 - \$5,000,000 xs Primary

Insurer I - Policy #EXC4691485 - \$5,000,000 xs \$5,000,000

(GL) Additional Insured per form OG183 04/12 - Additional Insured - Where Required Under Contract or Agreement (Primary Coverage)

(GL) Additional Insured per form CG2037 0413 - Additional Insured Owners, Lessees or Contractors - Completed Operations

(GL) Additional Insured Primary & Non-Contributory per form CG2001 0413-Primary and Non-Contributory -Other Insurance Condition

(GL) Waiver of Subrogation per form CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us

(Auto) Additional Insured per form CA2048 1013 Designated Insured For Covered Autos Liability Coverage

(Auto) Waiver of Subrogation per form CA0444 1013 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)

(WC) Waiver of Subrogation per form: WC000313 0484 - Waiver of Transfer of Rights of Recovery Against Others To Us

Excess Liability Follow Form per forms:

Policy #EXT30003209602 - Form EXL0203 0813 - Excess Liability Coverage Follow Form (Short Form)

Policy #GVE100229305 - Form GEMFFXLT 08/2020 - Excess Liability Policy

Policy #SEO122260 - Form CFSICEX 101.0.302 8-22 - Excess Liability Coverage form

Policy #P00100105226501 - Form AXIS 1010402 0417 - AXIS Excess Insurance Policy

Policy #1000095554231 - Form XS-100 1008 - Excess Liability Policy Form

Policy #NHA100741 - Form RSG31001 0507 - Commercial Excess Liability Policy

Policy #EXC4691485 - Form GAI6524 0697 - Excess Liability Coverage Form

Full Certificate Holder: County of Volusia, Volusia County School Board, Votran, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2023

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

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

PRODUCER Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802	CONTACT NAME:	
	PHONE (A/C, No, Ext): 260-424-4150	FAX (A/C, No): 260-424-4187
INSURED Petrtra-01 Petroleum Traders Corporation P.O. Box 2357 Fort Wayne IN 46801	E-MAIL: agency@lupkerice.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ironshore Specialty Insurance Co	
	INSURER B: Ohio Security Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1267213226**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	IEPUW00131977	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	IEPUW00131977	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		Y	XSCUW00131978	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS(23) 59 06 94 51	9/1/2022	9/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Third Party On-Site Pollution Pollution	Y	Y	IEPUW00131977	9/1/2022	9/1/2023	Limit Limit Deductible 1,000,000 1,000,000 25,000

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

County Volusia, Volusia County School Board, VOTRAN, City of Daytona Beach, city of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand and Flagler County are an additional insured under the general liability and automobile liability per form IE.COV.EPIC.001 (05/13) and includes primary and non-contributory, when required in a written contract. A waiver of subrogation applies to the general liability and automobile liability per form IE.COV.EPIC.001 (05/13) and to the workers compensation per form WC000313 04/84, when required in a written contract. Excess liability is following form

CERTIFICATE HOLDER**CANCELLATION**

County of Volusia
Purchasing & Contracts Division
123 W. Indiana Ave. Room 302
DeLand FL 32720

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B8) Approval to Submit Application for the Federal Fiscal Year 2023 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

DEPARTMENT: Police Services

GOAL: 1 – Public Safety

RECOMMENDED MOTION: Move to approve submission of an application for the Federal Fiscal Year 2023 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

SUMMARY: The Police Department is requesting permission to submit an application for the Federal Fiscal Year 2023 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP). Funds awarded may be used for 50% of costs to purchase bulletproof vests. It is anticipated the application will request \$18,125 to purchase 25 vests. The match required for this partnership will be budgeted in the Police Department's Fiscal Year 2024 operating budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	BVP Participant Email Announcement	BVP Participant.pdf
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Eric Fisher	Created/Initiated - 5/9/2023
Manuel Marino	Approved - 5/10/2023
John McKinney	Approved - 5/11/2023
Matthew Jones	Approved - 5/23/2023
Wayne Clark	Approved - 5/25/2023
Tracee Cody	Final Approval - 6/1/2023

Dear BVP Participant:

The [Bureau of Justice Assistance \(BJA\)](#) is pleased to announce that the Fiscal Year (FY) 2023 [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#) application period is now open, beginning today, Thursday April 27, 2023. All applications must be submitted online at [Patrick Leahy Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm eastern time on Monday, June 26, 2023.**

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the new [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, updated BVP Frequently Asked Questions (FAQs) can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/faqs>, and detailed guides and training materials for the BVP application process and the payment request process can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#hf3a1a>.

FY 2023 BVP Program and Application Requirement Highlights

Detailed information can be found in the [BVP FAQs](#).

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).
- **NEW DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found

at <https://justicegrants.usdoj.gov/noindex/general-entity-user-experience.pdf> and in the [BVP FAQs](#).

- **System for Award Management (SAM) Registration Requirement:** An active registration in the System for Award Management (SAM) required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>. The SAM Helpdesk can be reached at (866) 606-8220.

- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2023 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B9) Resolution No. 23-19 - Approval of Fire Training Facilities Agreement

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-19 for Fire Training Facilities Agreement.

SUMMARY: The Fire Department requests approval of the Fire Training Facilities Agreement that allows firefighters from other agencies to train with our firefighters at the recently completed fire training facility. Training together is crucial for reducing the risk of fire service fatalities and injuries while working together on emergency scenes. Training together also helps to improve coordination and communication between departments, leading to better outcomes for residents of the communities.

Staff has developed a fire facility safety inspection checklist that will be reviewed annually, monthly and prior to all training sessions. This will be a joint inspection that will be facilitated by both facilities and fire personnel.

All surrounding fire departments will be required to complete the agreement prior to training at the facility. After the agreement is executed, the departments will properly schedule training drills and provide competent instructors to assist in meeting the training objectives set forth by the drill.

PRESENTER: Joe Wulfing

ATTACHMENTS:

1.	Reso. No. 23-19 Re authority to execute Fire Training Facilities MOUs (1)	Reso. No. 23-19 Re authority to execute Fire Training Facilities MOUs (1).pdf
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Joe Wulfing
Joe Wulfing
John McKinney
Matthew Jones
Wayne Clark

Created/Initiated - 5/4/2023
Approved - 5/15/2023
Approved - 5/22/2023
Approved - 5/24/2023
Approved - 5/25/2023

Tracee Cody

Final Approval - 6/1/2023

RESOLUTION NO. 23-19

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ESTABLISHING A POLICY
REGARDING THE UTILIZATION OF THE CITY'S FIRE
TRAINING FACILITIES INCLUDING THE FIRE TOWER;
AUTHORIZING THE PORT ORANGE FIRE CHIEF TO
EXECUTE THE SAME; PROVIDING FOR REPEAL OF
CONFLICTING RESOLUTIONS; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Fire Department ("POFD") has operational fire training facilities for the use of POFD, including the training tower, ("Fire Training Facilities"); and

WHEREAS, to the extent that such facilities have spare capacity for use by other fire departments or other related agencies, the City is willing to allow such agencies to use its Fire Training Facilities to the extent such use will not interfere with use of the facility by the POFD; and

WHEREAS, given the liabilities, hazards, and risks inherent to such facilities and activities, it would not be economically feasible or sustainable for the City to allow other agencies to utilize or enter the Fire Training Facilities absent execution of an Agreement; and

WHEREAS, the purpose of this Resolution is to establish the City's policy regarding use of the Fire Training Facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby authorizes the use of its Fire Training Facilities, subject to properly executing the Fire Training Facilities Agreement and complying with the terms of the agreement.

SECTION 2: The Port Orange Fire Chief is hereby expressly authorized to execute all Fire Training Facilities Agreements in a substantially similar format as attached hereto as "Exhibit A" and any other documents to effectuate the intent of this resolution.

SECTION 3: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 4: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 5: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA#7916]

EXHIBIT "A"

**FIRE TRAINING FACILITIES AGREEMENT
CITY OF PORT ORANGE**

THIS AGREEMENT is made and entered into this ____ day of _____ 20____, between the City of Port Orange, a Florida Municipal corporation with a mailing address of 1000 City Center Cir., Port Orange, Florida 32129 (hereinafter referred to as “City” or “COPO”, and includes the Port Orange Fire Department), and _____ municipality or county, with a mailing address of _____ (hereinafter referred to as “PERMITTEE”).

WITNESSETH

Whereas, COPO has operational fire training facilities for the use of the Port Orange Fire Department (POFD), including the training tower, (“Fire Training Facilities”); and

Whereas, to the extent that such facilities have spare capacity for use by other fire departments or other related agencies, COPO is willing to allow such agencies to use its Fire Training Facilities to the extent such use will not interfere with use of the facility by the POFD; and

Whereas, in order that PERMITTEE and its officers, agents and/or employees (“Personnel”) may maintain a level of performance in firefighting, and in consideration of the mutual promises hereinafter contained in this Agreement, this Agreement is entered into to enable PERMITTEE to use the Fire Training Facilities; and

Whereas, given the liabilities, hazards, and risks inherent to such facilities and activities, PERMITTEE acknowledges that it would not be economically feasible or sustainable for COPO to allow other agencies to utilize or enter the Fire Training Facilities absent execution of this Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitations are true and correct.
2. COPO hereby agrees to permit the Personnel of PERMITTEE to use the Fire Training Facilities at such time(s) as are mutually agreed upon between the parties in accordance with individual departmental schedules.
3. PERMITTEE agrees to provide all safety gear for its Personnel which conforms to any and all safety standards specifications set by the State Fire Marshal.
4. PERMITTEE further agrees to provide a qualified instructor to provide training for and immediate supervision of its Personnel utilizing the Fire Training Facilities during such times as said facilities are used by PERMITTEE Personnel.
5. Term and Termination. The term of this Agreement shall commence on the date of execution by both parties and shall expire five years thereafter. This Agreement may be canceled by either party upon furnishing at least (30) days written notice of cancellation upon the other party.
6. Notices.

To COPO:

To PERMITTEE:
7. Non-Assignment. PERMITTEE shall not assign this Agreement, or any portion thereof, to any other person, agency, or entity.
8. Release, Waiver and Liability. To the maximum extent allowed by law, PERMITTEE hereby releases COPO, its affiliates, contractors, personnel, employees, agents,

agencies, officers, public officials, representatives, successors, successors in interest and assigns ("Released Parties") from any and all liability and damages in any way arising out of, connected to or related to the entry, access, utilization, use, occupancy and/or enjoyment of the Fire Training Facilities by PERMITTEE or any of its Personnel and, in no event shall the Released Parties be liable for any injuries or damages suffered or incurred by PERMITTEE, any of its Personnel, or any third party, as a result of, or in any way related to, the entry, access, utilization, use, occupancy and/or enjoyment of the Fire Training Facilities. The PERMITTEE shall be legally responsible for its own actions and the actions of the PERMITTEE's Personnel entering, accessing, utilizing, using, occupying and/or enjoying the Fire Training Facilities under or pursuant to this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the PERMITTEE in accordance with normal procedures, and the PERMITTEE shall hold the Released Parties, to the maximum extent allowed by Florida Statutes, harmless from any and all matters, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result or arise out of or be connected to PERMITTEE's and its Personnel's entry, access, utilization, use, enjoyment and/or occupancy of the COPO's property/Fire Training Facilities or the intentional or negligent acts or omissions of the PERMITTEE and its Personnel. PERMITTEE shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions or conduct of the PERMITTEE'S Personnel, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

9. Responsibility of Personnel. PERMITTEE acknowledges that its Personnel shall at all times remain an employee, agent and/or officer of such agency. PERMITTEE will be responsible for the worker's compensation coverage and claims of its own Personnel. All privileges and immunities from liability, exemptions from law and all pensions and relief,

disability, worker's compensation and other benefits that would apply if the PERMITTEE'S Personnel were receiving training in its territorial limits, shall apply to the same degree and extent.

10. Permittee Responsible for Damage or Loss to City Property. PERMITTEE shall be responsible for any loss or damage to COPO property caused by its Personnel, absent normal use of the facility for fire related training purposes.

11. Assumption of the Risk. The PERMITTEE acknowledges that use of many props including the Fire Tower at the Fire Training Facilities may present special dangers to persons using them and that various training techniques are inherently dangerous. Therefore, it is understood and agreed that the PERMITTEE and its Personnel assume the risk of such activity. PERMITTEE shall assure COPO that any and all Personnel are qualified to present themselves for training.

12. Indemnity. PERMITTEE agrees to indemnify the Released Parties and hold them harmless as to any claim, judgment, or damage award whatsoever arising out of, connected to or related to the PERMITTEE and its Personnel's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified and held harmless by another Party for its own negligent or wrongful acts or omissions.

13. Reservation of Sovereign Immunity and No Consent to Suit. The Parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of any Party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida

Statute § 163.01(9). Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of or connected to this Agreement.

14. No City Liability for Inoperability of Facilities. The COPO shall not be responsible for any damages incurred by PERMITTEE as a result of the Fire Training Facility being temporarily inoperable for any reason.

15. Waiver of Subrogation. PERMITTEE hereby waives all rights against the Released Parties to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of or connected to the PERMITTEE's or PERMITTEE Personnel's entry, enjoyment, utilization, occupancy, access to or use of the Fire Training Facilities. PERMITTEE shall require similar waivers from any other entities acting on PERMITTEE's behalf, whether they are contractors or subcontractors. This provision applies to all applicable policies of insurance carried by the PERMITTEE, including, but not limited to, workers' compensation and general liability policies.

16. Insurance. The PERMITTEE agrees to name City of Port Orange as an additional insured in its Insurance Policy coverage as required by the COPO's Risk Manager (consistent with the law) and agrees to provide the COPO a copy of the same.

17. Arrangements. PERMITTEE will need to contact the POFD in advance to determine availability and make arrangements for the use of the POFD Fire Training Facilities.

18. Severability. PERMITTEE acknowledges and agree that should any term, condition, or provision (or any part thereof) contained in this agreement be found unenforceable by a court of competent jurisdiction, then all remaining terms, conditions and

provisions shall remain in full force and effect. The COPO's failure to enforce any remedy or provision in this agreement shall not be construed as a waiver of such remedy or provision.

19. Venue/Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of and venue for any controversies or legal issues connected to or arising out of this agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall, if in state court, be in the 7th Judicial Circuit in and for the County of Volusia, Florida, and if in federal court, be in the Middle District of Florida, Orlando Division. By executing this agreement, PERMITTEE hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this agreement.

20. Entirety of Contract. This Agreement is and shall be considered to be the only Agreement concerning the Fire Training Facilities between the parties hereto. All negotiations and all agreements of said parties are included herein.

21. Recordation. After execution this Agreement shall be forwarded to the City of Port Orange City Clerk for recordation with the Clerk of Court in Volusia County.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the dates indicated below.

PERMITTEE

By:

COUNCIL, COMMISSION, OR PERSON GIVEN AUTHORITY

Printed Name _____

Title _____

Attest _____

Printed Name_____

Title _____

Dated this __ day of _____ , 20____.

CITY OF PORT ORANGE

By:_____

Joe Wulfing, Fire Chief
Port Orange Fire Department

Dated this __ day of _____ , 20____.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/6/2023

SUBJECT: (B10) Resolution No. 23-20 - Approval of Florida Department of Transportation (FDOT) Agreement for State Highway Maintenance - Contract (ASW26) for Financial Project No.: 244608-1-78-03

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-20 authorizing the Memorandum of Agreement with the Florida Department of Transportation for routine maintenance on State rights of way within City limits for a three-year term with the option to renew for an additional three-year term and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: In 2020, City Council approved Resolution No. 20-2 and entered into a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for landscape maintenance of state rights-of-ways within the city limits. These rights-of-ways are along State Road 5 (US 1/Ridgewood Avenue), State Road 421 (Dunlawton Avenue), State Road 441 (Peninsula Drive), and A1A (Atlantic Avenue.) The agreement provided for a payment to the City upon completion of the specified work.

Although there was a one-time renewal for an additional 3 years available, Public Works staff requested changes to the scope and reimbursement amount, to which FDOT agreed. The changes include: excluding a few areas that are already being maintained by others primarily in the area of the Dunlawton bridge and the I-95 ramps; shifting tree trimming to be performed by FDOT and adding landscaped area maintenance (mowing and fertilizing) that the city is currently doing that had not been reimbursable but will now receive partial compensation.

The new MOA (ASW26) to maintain the state rights-of-way includes an increase in reimbursement of \$816 per year.

- Terms: 3 years beginning at the effective date of Notice to Proceed
- Extension option: 1 time for 3 years
- Compensation: \$17,825.25 per quarter for a total of \$71,421.00 per year
- Prior MOA Compensation: \$17,651.25 per quarter for a total of \$70,605.00 per year.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Resolution. No. 23-20 with exhibit	Resolution. No. 23-20 with exhibit.pdf
2.	ASW26 Port Orange MOA w exhibits	ASW26 Port Orange MOA rev 2.pd.pdf

Denyce Frey	Created/Initiated - 5/10/2023
Tom DiEulio	Approved - 5/10/2023
John McKinney	Approved - 5/19/2023
Matthew Jones	Approved - 5/23/2023
Wayne Clark	Approved - 5/26/2023
Tracee Cody	Final Approval - 6/1/2023

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolution shall become effective immediately upon adoption.

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2023.

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

EXHIBIT "1"

FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: ASW26

FINANCIAL PROJECT NO.: 244608-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Port Orange, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 23-20 dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6) (a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,825.25 per quarter, equating to \$71,421.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tracy Rosenberg. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contracts Coordinator

Name: Tracy Rosenberg

Address: 1650 N. Kepler Road DeLand, FL 32724

Telephone: 386-740-3437

Email: tracy.rosenberg@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Tom Dieulio

Address: 1000 City Center Circle Port Orange, FL 321127

Telephone: 386-506-5575

Email: tdieulio@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

DONALD O. BURNETTE, MAYOR

Printed Name & Title

Attest: _____

ROBIN L. FENWICK, MMC CITY CLERK

Printed Name & Title

Legal Approval: _____

Shannon K. Balmer, Assistant City Attorney

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
79010	5 (US 1)	From Rose Bay Bridge (MP 24.727) to the northern City limits (MP 28.100)	3.373 mi
79190	5A	From SR 5/ US 1 (MP 0.000) to Canal View Road (MP 3.168)	3.168 mi
79230	421	From western City limits (MP 0.000) to SR 5/ US 1 (MP 4.001) Exclude: I-95 SB ramp (MP 0.015) to I-95 NB ramp (0.331)	3.685 mi
79180	A1A	From Sr 5/ US 1 (MP 0.000) to S Peninsula Drive (MP 1.079) Exclude: high rise bridge (MP 0.608 - 0.987)	0.700 mi
79260	441	From SR A1A (MP 0.000) to northern City limits (MP 0.545)	0.545 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☒	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	497	Chemical Weed & Grass Control selective weeding: The application of herbicides to control undesired vegetation in turf within the right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do not include herbicide efforts within mitigation or landscape areas.
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FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: ASW26

FINANCIAL PROJECT NO.: 244608-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Port Orange, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 23-20 dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
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 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

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- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6) (a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,825.25 per quarter, equating to \$71,421.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tracy Rosenberg. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contracts Coordinator

Name: Tracy Rosenberg

Address: 1650 N. Kepler Road DeLand, FL 32724

Telephone: 386-740-3437

Email: tracy.rosenberg@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Tom Dieulio

Address: 1000 City Center Circle Port Orange, FL 321127

Telephone: 386-506-5575

Email: tdieulio@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

DONALD O. BURNETTE, MAYOR

Printed Name & Title

Attest: _____

ROBIN L. FENWICK, MMC CITY CLERK

Printed Name & Title

Legal Approval: _____

Shannon K. Balmer, Assistant City Attorney

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolution shall become effective immediately upon adoption.

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2023.

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

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
79010	5 (US 1)	From Rose Bay Bridge (MP 24.727) to the northern City limits (MP 28.100)	3.373 mi
79190	5A	From SR 5/ US 1 (MP 0.000) to Canal View Road (MP 3.168)	3.168 mi
79230	421	From western City limits (MP 0.000) to SR 5/ US 1 (MP 4.001) Exclude: I-95 SB ramp (MP 0.015) to I-95 NB ramp (0.331)	3.685 mi
79180	A1A	From Sr 5/ US 1 (MP 0.000) to S Peninsula Drive (MP 1.079) Exclude: high rise bridge (MP 0.608 - 0.987)	0.700 mi
79260	441	From SR A1A (MP 0.000) to northern City limits (MP 0.545)	0.545 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☒	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	497	Chemical Weed & Grass Control selective weeding: The application of herbicides to control undesired vegetation in turf within the right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do not include herbicide efforts within mitigation or landscape areas.
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The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending January 31, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	146,646	506,493	1,557,815	33%	190,652	550,923	1,259,492	44%
Merchandise	13,123	36,307	125,691	29%	18,589	55,264	90,550	61%
Other Pro Shop	2,257	6,425	23,918	27%	3,804	8,566	19,063	45%
Range	4,490	18,568	51,597	36%	6,571	17,755	44,300	40%
Other Operating Revenues	3,615	13,377	40,086	33%	4,168	12,624	36,122	35%
TOTAL REVENUE	170,132	581,170	1,799,106	32%	223,785	645,131	1,449,526	45%
COST OF SALES								
Merchandise	9,570	23,436	78,941	30%	12,541	39,060	55,236	71%
TOTAL COGS	9,570	23,436	78,941	30%	12,541	39,060	55,236	71%
COGS - Merchandise %	72.9%	64.5%	62.8%	102.8%	67.5%	70.7%	61.0%	115.9%
PAYROLL								
Course and Grounds	38,954	141,420	430,587	33%	33,289	150,403	416,997	36%
Carts, Range, Starters, Etc.	8,533	35,254	108,062	33%	12,977	43,088	98,064	44%
Pro Shop	7,311	28,609	87,407	33%	10,570	37,060	85,253	43%
General and Administrative	13,949	53,690	158,668	34%	16,983	65,356	160,946	41%
Marketing	4,233	17,481	58,791	30%	3,949	16,682	48,841	34%
TOTAL PAYROLL	72,980	276,454	843,515	33%	77,769	312,588	810,100	39%
OPERATING EXPENSES								
Course and Grounds	15,865	83,280	306,972	27%	22,412	93,367	264,162	35%
Carts, Range, Starters, Etc.	5,658	21,911	64,844	34%	13,004	46,338	88,006	53%
Pro Shop	39	430	11,073	4%	306	2,659	7,085	38%
General and Administrative	21,972	90,013	268,720	33%	29,526	115,905	227,125	51%
Marketing	1,168	6,969	23,886	29%	837	4,869	23,190	21%
TOTAL OPERATING EXPENSES	44,703	202,603	675,495	30%	66,084	263,137	609,568	43%
TOTAL EXPENSES	127,252	502,493	1,597,951	31%	156,394	614,785	1,474,903	42%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(25,230)	(75,816)	33%	(6,400)	(25,474)	(76,432)	33%
Depreciation & Amortization	(96)	(382)	(1,146)	33%	(96)	(382)	(1,146)	33%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(25,612)	(76,962)	33%	(6,496)	(25,856)	(77,578)	33%
NET INCOME	36,476	53,065	124,193	43%	60,895	4,490	(102,955)	-4%
=====								
Paid Rounds	3,860	14,128	42,729		4,514	13,557	37,780	
Annual Pass Rounds	381	1,481	4,406		411	1,282	4,748	
Other Rounds	238	1,047	3,036		301	944	2,636	
Total Rounds	4,479	16,656	50,171		5,226	15,783	45,164	
Revenue/Paid Rounds	44	41	42		50	48	46	
Revenue/Total Rounds	38	35	36		43	41	39	

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2023

	<u>01/31/23</u>	<u>09/30/22</u>	<u>01/31/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	282,086	242,333	204,493
Cash - Payroll	49,344	11,750	33,587
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>332,780</u>	<u>255,433</u>	<u>239,430</u>
Accounts Receivable			
A/R Member	5,538	93,810	5,226
Total Accounts Recievable	<u>5,538</u>	<u>93,810</u>	<u>5,226</u>
Other Current Assets			
Inventory - Merchandise	66,958	21,177	27,797
Prepaid Insurance	22,900	38,909	17,950
Prepaid Exp - Other	31,757	12,835	40,393
Total Other Current Assets	<u>121,616</u>	<u>72,922</u>	<u>86,141</u>
TOTAL CURRENT ASSETS	<u>459,934</u>	<u>422,164</u>	<u>330,797</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(31,497)	(31,115)	(30,350)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,651</u>	<u>5,033</u>	<u>5,798</u>
TOTAL ASSETS	<u><u>464,585</u></u>	<u><u>427,198</u></u>	<u><u>336,594</u></u>

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2023

	<u>01/31/23</u>	<u>09/30/22</u>	<u>01/31/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	104,222	27,940	70,433
Accts Pay - Other	123,833	122,830	(4,733)
Accrued Expenses	3,429	3,075	(2,081)
Accrued Payroll	48,778	22,112	40,932
Accrued Taxes	13,707	5,805	10,081
Deferred Revenue	<u>165,927</u>	<u>245,237</u>	<u>159,722</u>
TOTAL CURRENT LIABILITIES	<u>459,895</u>	<u>426,999</u>	<u>274,355</u>
 TOTAL LIABILITIES	 <u>459,895</u>	 <u>426,999</u>	 <u>274,355</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>4,689</u>	<u>199</u>	<u>62,239</u>
Net Retained Earnings	<u>4,689</u>	<u>199</u>	<u>62,239</u>
Stockholders Equity	<u>4,689</u>	<u>199</u>	<u>62,239</u>
TOTAL STOCKHOLDER'S EQUITY	<u>4,689</u>	<u>199</u>	<u>62,239</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>464,585</u></u>	 <u><u>427,198</u></u>	 <u><u>336,594</u></u>

The Golf Club at Cypress Head
For the Month Ending January 31, 2023

	01/31/22	02/28/22	03/31/22	04/30/22	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23
REVENUES													
Green Fees & Cart Fees	146,646.41	174,387.59	182,972.82	173,758.14	141,552.86	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13
Merchandise	13,122.82	6,291.91	18,267.01	13,066.12	15,134.23	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99
Other Pro Shop	2,257.00	4,508.00	1,799.00	1,125.00	1,976.00	3,805.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00
Range	4,490.38	5,083.52	5,383.38	4,817.50	4,512.00	3,733.68	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07
Other Operating Revenues	3,615.24	4,048.58	4,269.48	4,244.57	3,530.17	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43
TOTAL REVENUE	170,131.85	194,319.60	212,691.69	197,011.33	166,705.26	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62
COST OF SALES													
Merchandise	9,569.52	4,398.65	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39
TOTAL COGS	9,569.52	4,398.65	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39
COGS - Merchandise %	72.9%	69.9%	75.5%	39.0%	82.1%	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%
PAYROLL													
Course and Grounds	38,953.74	35,263.11	41,963.35	35,481.09	34,468.36	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78
Carts, Range, Starters, Etc.	8,533.03	8,367.46	9,867.86	10,252.13	9,623.80	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07
Pro Shop	7,310.81	6,802.65	8,052.21	6,387.14	6,971.60	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48
General and Administrative	13,949.10	10,642.11	13,486.78	12,643.91	12,937.87	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43
Marketing	4,233.20	5,532.05	5,541.28	4,090.93	6,733.56	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90
TOTAL PAYROLL	72,979.88	66,607.38	78,911.48	68,855.20	70,735.19	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66
OPERATING EXPENSES													
Course and Grounds	15,865.35	20,881.87	22,943.53	27,514.83	29,643.87	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79
Carts, Range, Starters, Etc.	5,657.69	6,279.93	5,791.82	7,305.48	4,919.14	5,245.82	4,226.77	4,372.60	4,791.98	9,137.25	12,405.89	11,790.97	13,003.55
Pro Shop	39.23	4,304.00	14.26	0.00	19.66	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73
General and Administrative	21,972.41	23,561.67	22,153.72	24,792.88	22,349.22	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11
Marketing	1,168.29	872.61	1,338.02	1,802.05	2,710.57	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70
TOTAL OPERATING EXPENSE	44,702.97	55,900.08	52,241.35	61,415.24	59,642.46	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88
TOTAL EXPENSES	127,252.37	126,906.11	144,948.98	135,366.45	142,802.66	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93
EBITDA	42,879.48	67,413.49	67,742.71	61,644.88	23,902.60	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69

For the Month Ending January 31, 2023

[illegible]

[illegible]

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 1/31/2023

Date: 1/1/2023

Account: First

Last

Sorted By: Account

Include: Posting, Unit

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$248,676.77	\$228,060.25	\$194,650.68	\$33,409.57	\$282,086.34
	10050-5950-900	Cash - Course Payroll BMO	\$12,206.07	\$104,128.71	\$66,990.90	\$37,137.81	\$49,343.88
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$371.64	\$12,494.59	\$7,328.45	\$5,166.14	\$5,537.78
	12000-5950-900	Inventory - Merchandise	\$49,507.36	\$33,450.59	\$16,000.28	\$17,450.31	\$66,957.67
	13020-5950-900	Prepaid Insurance	\$30,575.58	\$0.00	\$7,675.12	(\$7,675.12)	\$22,900.46
	13040-5950-900	Prepaid Exp - Other	\$34,974.21	\$0.00	\$3,216.77	(\$3,216.77)	\$31,757.44
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,786.30)	\$0.00	\$23.12	(\$23.12)	(\$4,809.42)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,614.94)	\$0.00	\$72.41	(\$72.41)	(\$26,687.35)
	30000-5950-900	Accts Pay - Trade	(\$81,921.48)	\$66,738.55	\$89,039.10	(\$22,300.55)	(\$104,222.03)
	30040-5950-900	Accts Pay - Other	(\$124,029.61)	\$16,159.24	\$15,962.93	\$196.31	(\$123,833.30)
	31000-5950-900	Accrued Expenses	(\$269.95)	\$299.95	\$3,458.76	(\$3,158.81)	(\$3,428.76)
	31020-5950-900	Accrued Payroll	(\$46,662.30)	\$35,160.15	\$37,075.59	(\$1,915.44)	(\$48,577.74)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$131.90	\$331.93	(\$200.03)	(\$200.03)
	31220-5950-900	Accrued Sales Tax	(\$10,763.84)	\$10,763.84	\$13,706.61	(\$2,942.77)	(\$13,706.61)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,168.43	\$4,168.43	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$5,257.24)	\$1,333.08	\$495.76	\$837.32	(\$4,419.92)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$4,581.61)	\$1,418.06	\$7,935.95	(\$6,517.89)	(\$11,099.50)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$24,054.80)	\$2,672.75	\$0.00	\$2,672.75	(\$21,382.05)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$27,174.92)	\$3,019.44	\$0.00	\$3,019.44	(\$24,155.48)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$2,661.49)	\$2,661.49	\$0.00	\$2,661.49	\$0.00
	32070-5950-900	Deferred Rev - Gift Cards	(\$39,270.08)	\$3,324.73	\$2,374.65	\$950.08	(\$38,320.00)
	32100-5950-900	Deferred Rev - Credit Books	(\$13,341.25)	\$1,570.34	\$1,105.55	\$464.79	(\$12,876.46)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$58,625.43)	\$7,598.06	\$2,646.00	\$4,952.06	(\$53,673.37)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$16,012.84)	\$0.00	\$5,692.19	(\$5,692.19)	(\$21,705.03)
	5003A-5950-100	Green Fee - Group	(\$30,459.18)	\$0.00	\$16,962.51	(\$16,962.51)	(\$47,421.69)
	50040-5950-100	Green Fees - Member	(\$2,042.01)	\$0.00	\$558.13	(\$558.13)	(\$2,600.14)
	5006A-5950-100	Green Fee - Junior	(\$124.08)	\$0.00	\$290.24	(\$290.24)	(\$414.32)
	50070-5950-100	Green Fees - (surcharge)	(\$8,457.11)	\$4,168.43	\$8,336.86	(\$4,168.43)	(\$12,625.54)
	5007A-5950-100	Green Fee - League	(\$26,064.27)	\$0.00	\$12,634.67	(\$12,634.67)	(\$38,698.94)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$13,948.67)	\$0.00	\$9,808.68	(\$9,808.68)	(\$23,757.35)
	5012A-5950-100	Green Fee - Outing	(\$16,862.39)	\$0.00	\$9,932.62	(\$9,932.62)	(\$26,795.01)
	5014A-5950-100	Green Fee - Resident	(\$75,461.31)	\$0.00	\$41,544.24	(\$41,544.24)	(\$117,005.55)
	5015A-5950-100	Green Fee - Senior	(\$44,229.55)	\$0.00	\$29,716.34	(\$29,716.34)	(\$73,945.89)
	5018A-5950-100	Green Fee - Twilight	(\$26.60)	\$0.00	\$13.30	(\$13.30)	(\$39.90)
	5019A-5950-100	Green Fee - Wholesale	(\$430.36)	\$0.00	\$0.00	\$0.00	(\$430.36)
	50500-5950-200	Cart Fee 18	(\$104,736.11)	\$0.00	\$51,732.72	(\$51,732.72)	(\$156,468.83)
	50520-5950-200	Cart Fee - Annual Trail	(\$21,416.07)	\$0.00	\$7,598.06	(\$7,598.06)	(\$29,014.13)
	52090-5950-600	Handicap Fee	(\$95.00)	\$0.00	\$500.00	(\$500.00)	(\$595.00)
	52150-5950-600	Lessons	(\$3,527.00)	\$30.00	\$2,844.00	(\$2,844.00)	(\$6,371.00)
	52280-5950-600	Rental Clubs	(\$1,139.66)	\$0.00	\$460.00	(\$460.00)	(\$1,599.66)
	52310-5950-600	Retail	(\$36,674.83)	\$0.00	\$18,588.99	(\$18,588.99)	(\$55,263.82)
	53050-5950-220	Range Pass Revenue	(\$11,184.12)	\$0.00	\$6,571.07	(\$6,571.07)	(\$17,755.19)
	56120-5950-100	City Surcharge R & R	(\$8,455.23)	\$0.00	\$4,168.43	(\$4,168.43)	(\$12,623.66)
	60000-5950-600	COGS - Merchandise - Accessories	\$26,518.36	\$12,541.39	\$0.00	\$12,541.39	\$39,059.75
	70000-5950-100	Gross Payroll - Salaried	\$32,428.41	\$10,197.20	\$5,462.79	\$4,734.41	\$37,162.82
	70000-5950-600	Gross Payroll - Salaried	\$5,844.98	\$6,171.13	\$1,842.21	\$4,328.92	\$10,173.90
	70000-5950-900	Gross Payroll - Salaried	\$36,419.21	\$18,956.32	\$6,161.28	\$12,795.04	\$49,214.25
	70000-5950-950	Gross Payroll - Salaried	\$11,602.75	\$6,350.64	\$2,935.82	\$3,414.82	\$15,017.57

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$68,909.31	\$33,977.97	\$9,777.65	\$24,200.32	\$93,109.63
	70010-5950-200	Gross Payroll - Hourly	\$27,505.11	\$16,420.31	\$4,625.11	\$11,795.20	\$39,300.31
	70010-5950-600	Gross Payroll - Hourly	\$16,506.58	\$6,798.68	\$2,068.85	\$4,729.83	\$21,236.41
	70010-5950-900	Gross Payroll - Hourly	\$128.48	\$111.28	\$39.05	\$72.23	\$200.71
	71000-5950-100	Payroll Tax - FICA	\$7,492.82	\$3,337.37	\$1,165.89	\$2,171.48	\$9,664.30
	71000-5950-200	Payroll Tax - FICA	\$2,203.34	\$1,266.25	\$353.82	\$912.43	\$3,115.77
	71000-5950-600	Payroll Tax - FICA	\$1,706.80	\$974.75	\$286.95	\$687.80	\$2,394.60
	71000-5950-900	Payroll Tax - FICA	\$2,387.12	\$1,322.79	\$474.33	\$848.46	\$3,235.58
	71000-5950-950	Payroll Tax - FICA	\$807.09	\$483.15	\$126.40	\$356.75	\$1,163.84
	71010-5950-100	Payroll Tax - UC	\$18.60	\$227.69	\$0.00	\$227.69	\$246.29
	71010-5950-200	Payroll Tax - UC	\$121.27	\$73.77	\$0.00	\$73.77	\$195.04
	71010-5950-600	Payroll Tax - UC	\$20.67	\$57.43	\$0.00	\$57.43	\$78.10
	71010-5950-900	Payroll Tax - UC	\$0.75	\$72.83	\$0.00	\$72.83	\$73.58
	71010-5950-950	Payroll Tax - UC	\$0.00	\$33.91	\$0.00	\$33.91	\$33.91
	71020-5950-100	Payroll Tax - WC	\$1,769.33	\$608.97	\$0.00	\$608.97	\$2,378.30
	71020-5950-200	Payroll Tax - WC	\$468.81	\$188.78	\$0.00	\$188.78	\$657.59
	71020-5950-600	Payroll Tax - WC	\$377.77	\$154.44	\$0.00	\$154.44	\$532.21
	71020-5950-900	Payroll Tax - WC	\$644.67	\$228.06	\$0.00	\$228.06	\$872.73
	71020-5950-950	Payroll Tax - WC	\$192.22	\$85.91	\$0.00	\$85.91	\$278.13
	71030-5950-100	Benefits	\$6,495.46	\$4,266.66	\$2,920.75	\$1,345.91	\$7,841.37
	71030-5950-200	Benefits	(\$187.30)	\$515.83	\$508.94	\$6.89	(\$180.41)
	71030-5950-600	Benefits	\$2,032.45	\$1,179.07	\$567.01	\$612.06	\$2,644.51
	71030-5950-900	Benefits	\$8,791.91	\$5,348.12	\$2,381.31	\$2,966.81	\$11,758.72
	71030-5950-950	Benefits	\$130.88	\$310.76	\$253.25	\$57.51	\$188.39
	80110-5950-200	Cart Supplies	\$257.22	\$88.88	\$0.00	\$88.88	\$346.10
	80120-5950-100	Chemicals	\$1,407.95	\$950.52	\$0.00	\$950.52	\$2,358.47
	80170-5950-100	Course Accessories	\$919.70	\$625.56	\$0.00	\$625.56	\$1,545.26
	80230-5950-100	Fertilizer	\$13,455.30	\$2,611.11	\$0.00	\$2,611.11	\$16,066.41
	80250-5950-100	Flowers/Decor	\$97.26	\$690.00	\$0.00	\$690.00	\$787.26
	80270-5950-100	Fuel	\$5,710.82	\$607.06	\$0.00	\$607.06	\$6,317.88
	80280-5950-100	Fungicides	\$991.92	\$0.00	\$0.00	\$0.00	\$991.92
	80320-5950-100	Herbicides	\$4,302.44	\$406.00	\$0.00	\$406.00	\$4,708.44
	80370-5950-100	Insecticides	\$0.00	\$245.19	\$0.00	\$245.19	\$245.19
	80380-5950-900	Janitorial Supplies	\$1,516.85	\$352.28	\$0.00	\$352.28	\$1,869.13
	80420-5950-900	Laundry/Uniforms	\$1,191.52	\$74.56	\$0.00	\$74.56	\$1,266.08
	80520-5950-900	Office Supplies	\$2,139.91	\$962.30	\$24.99	\$937.31	\$3,077.22
	80610-5950-220	Range Balls	\$2,042.14	\$0.00	\$0.00	\$0.00	\$2,042.14
	80620-5950-220	Range Equipment	\$671.81	\$0.00	\$0.00	\$0.00	\$671.81
	80630-5950-220	Range Expenses	\$0.00	\$624.61	\$0.00	\$624.61	\$624.61
	80690-5950-100	Sand/Topdress	\$2,580.04	\$1,213.17	\$0.00	\$1,213.17	\$3,793.21
	80710-5950-100	Seeds/Trees	\$5,560.00	\$0.00	\$0.00	\$0.00	\$5,560.00
	80730-5950-100	Small Tools	\$263.97	\$228.96	\$0.00	\$228.96	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$168.81	\$81.00	\$0.00	\$81.00	\$249.81
	80780-5950-200	Supplies	\$2,615.40	\$0.00	\$78.23	(\$78.23)	\$2,537.17
	80780-5950-600	Supplies	\$2,050.64	\$305.73	\$0.00	\$305.73	\$2,356.37
	80810-5950-600	Tournament Expense	\$46.59	\$0.00	\$0.00	\$0.00	\$46.59
	81010-5950-900	Alarm System	\$686.96	\$120.50	\$0.00	\$120.50	\$807.46
	81090-5950-200	Cart Repairs	\$320.24	\$31.95	\$81.00	(\$49.05)	\$271.19
	81130-5950-900	Computer Service	\$579.61	\$637.57	\$0.00	\$637.57	\$1,217.18
	81140-5950-900	Contract Cleaning	\$1,793.40	\$850.00	\$0.00	\$850.00	\$2,643.40
	81200-5950-900	Guest Relations	\$5,490.00	\$2,745.00	\$0.00	\$2,745.00	\$8,235.00
	81220-5950-600	Handicap Expense	\$256.00	\$0.00	\$0.00	\$0.00	\$256.00
	81250-5950-100	Irrigation	\$2,332.09	\$1,007.06	\$269.95	\$737.11	\$3,069.20
	81350-5950-100	Repair & Maint - Equipment	\$4,800.61	\$4,366.77	\$145.18	\$4,221.59	\$9,022.20
	81350-5950-220	Repair & Maint - Equipment	\$0.00	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$64.00	\$0.00	\$0.00	\$0.00	\$64.00
	81360-5950-100	Repair & Maint - Building	\$556.75	\$147.74	\$0.00	\$147.74	\$704.49
	81360-5950-900	Repair & Maint - Building	\$652.57	\$399.46	\$0.00	\$399.46	\$1,052.03
	82000-5950-200	Cart Lease	\$25,731.00	\$8,577.00	\$0.00	\$8,577.00	\$34,308.00
	82020-5950-100	Equipment Lease	\$21,420.00	\$7,140.00	\$0.00	\$7,140.00	\$28,560.00

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82060-5950-900	Off-Site Storage	\$618.00	\$206.00	\$0.00	\$206.00	\$824.00
	83000-5950-100	Utilities - Electric	\$845.62	\$276.99	\$0.00	\$276.99	\$1,122.61
	83000-5950-200	Utilities - Electric	\$1,696.24	\$640.34	\$0.00	\$640.34	\$2,336.58
	83020-5950-100	Utilities - Other	\$4,582.60	\$1,556.02	\$0.00	\$1,556.02	\$6,138.62
	83020-5950-900	Utilities - Other	\$5,557.70	\$2,037.49	\$0.00	\$2,037.49	\$7,595.19
	83030-5950-900	Utilities - Telephone/Fax	\$647.04	\$150.00	\$0.00	\$150.00	\$797.04
	83050-5950-100	Utilities - Water	\$715.54	\$243.77	\$0.00	\$243.77	\$959.31
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,031.92	\$836.70	\$0.00	\$836.70	\$4,868.62
	85020-5950-900	Bank Charges	\$986.81	\$327.45	\$0.00	\$327.45	\$1,314.26
	85050-5950-900	Cash Short/(Over)	(\$120.48)	\$172.34	\$236.61	(\$64.27)	(\$184.75)
	85060-5950-900	Cell Phone	\$720.00	\$240.00	\$0.00	\$240.00	\$960.00
	85070-5950-900	City Surcharge R & R	\$8,455.23	\$4,168.43	\$0.00	\$4,168.43	\$12,623.66
	85120-5950-900	Credit Card Discounts	\$10,659.23	\$3,753.04	\$53.21	\$3,699.83	\$14,359.06
	85140-5950-900	Donations	\$0.00	\$0.00	\$10.00	(\$10.00)	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$2,037.00	\$0.00	\$0.00	\$0.00	\$2,037.00
	85160-5950-100	Education & Training	\$0.00	\$430.00	\$0.00	\$430.00	\$430.00
	85190-5950-100	Employee Relations	\$178.05	\$0.00	\$0.00	\$0.00	\$178.05
	85190-5950-900	Employee Relations	\$723.69	\$2,424.17	\$2,220.59	\$203.58	\$927.27
	85200-5950-100	Employee Testing	\$34.01	\$0.00	\$0.00	\$0.00	\$34.01
	85200-5950-150	Employee Testing	\$31.60	\$0.00	\$0.00	\$0.00	\$31.60
	85280-5950-900	Insurance Expense	\$23,025.36	\$7,675.12	\$0.00	\$7,675.12	\$30,700.48
	85320-5950-900	Member Relations	(\$109.07)	\$2,853.79	\$3,180.64	(\$326.85)	(\$435.92)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$9,500.00	\$4,000.00	\$0.00	\$4,000.00	\$13,500.00
	85480-5950-900	Payroll Processing Fee	\$1,194.09	\$436.11	\$0.00	\$436.11	\$1,630.20
	85490-5950-900	Postage/Shipping	\$554.67	\$296.02	\$13.01	\$283.01	\$837.68
	85610-5950-900	Tax/Licenses/Fees	(\$20.01)	\$0.00	\$30.00	(\$30.00)	(\$50.01)
	85710-5950-900	Travel - Meals	\$0.00	\$111.82	\$0.00	\$111.82	\$111.82
	85720-5950-900	Travel - Other	\$7,801.31	\$301.71	\$0.00	\$301.71	\$8,103.02
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$19,073.85	\$6,400.00	\$0.00	\$6,400.00	\$25,473.85
	98020-5950-900	Deprec - Mach & Equip	\$69.36	\$23.12	\$0.00	\$23.12	\$92.48
	98040-5950-900	Deprec - Buildings	\$217.23	\$72.41	\$0.00	\$72.41	\$289.64
	R002A-5950-100	Rounds - Annual	9,295.00	411.00	0.00	411.00	9,706.00
	R003A-5950-100	Rounds - Group	11,475.00	733.00	0.00	733.00	12,208.00
	R005A-5950-100	Rounds - Green Fee - Hotel	42.00	0.00	0.00	0.00	42.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,320.00	34.00	0.00	34.00	1,354.00
	R007A-5950-100	Rounds - Green Fee - League	12,923.00	485.00	0.00	485.00	13,408.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	4,039.00	261.00	0.00	261.00	4,300.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	506.00	17.00	0.00	17.00	523.00
	R012A-5950-100	Rounds - Green Fee - Outing	6,471.00	335.00	0.00	335.00	6,806.00
	R014A-5950-100	Rounds - Resident	40,344.00	1,803.00	0.00	1,803.00	42,147.00
	R015A-5950-100	Rounds - Green Fee - Senior	15,131.00	856.00	0.00	856.00	15,987.00
	R016A-5950-100	Rounds - Green Fee - Staff	3,411.00	159.00	0.00	159.00	3,570.00
	R017A-5950-100	Rounds - Green Fee - Trade	2,505.00	125.00	0.00	125.00	2,630.00
	R018A-5950-100	Rounds - Green Fee - Twilight	14.00	7.00	0.00	7.00	21.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	222.00	0.00	0.00	0.00	222.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			165	\$0.00	\$750,536.86	\$750,536.86	\$0.00

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
190,652	157,528	121%	146,646	130%	Green Fees & Cart Fees	550,923	521,106	106%	506,493	109%	1,525,011	1,602,244
18,589	13,000	143%	13,123	142%	Merchandise	55,264	36,200	153%	36,307	152%	110,100	144,647
3,804	2,300	165%	2,257	169%	Other Pro Shop	8,566	6,360	135%	6,425	133%	20,520	26,059
6,571	5,500	119%	4,490	146%	Range	17,755	18,600	95%	18,568	96%	52,400	50,784
4,168	3,600	116%	3,615	115%	Other Operating Revenues	12,624	13,100	96%	13,377	94%	38,100	39,333
223,785	181,928	123%	170,132	132%	TOTAL REVENUE	645,131	595,366	108%	581,170	111%	1,746,131	1,863,067
COST OF SALES												
12,541	8,320	151%	9,570	131%	Merchandise	39,060	23,168	169%	23,436	167%	70,464	94,565
12,541	8,320	151%	9,570	131%	TOTAL COGS	39,060	23,168	169%	23,436	167%	70,464	94,565
67.5%	64.0%	105.4%	72.9%	92.5%	COGS - Merchandise %	70.7%	64.0%	110.4%	64.5%	109.5%	64.0%	762.5%
PAYROLL												
33,289	39,034	85%	38,954	85%	Course and Grounds	150,403	151,838	99%	141,420	106%	452,813	439,570
12,977	9,164	142%	8,533	152%	Carts, Range, Starters, Etc.	43,088	36,209	119%	35,254	122%	107,804	115,896
10,570	8,127	130%	7,311	145%	Pro Shop	37,060	31,840	116%	28,609	130%	96,444	95,858
16,983	14,815	115%	13,949	122%	General and Administrative	65,356	57,796	113%	53,690	122%	176,060	170,334
3,949	4,282	92%	4,233	93%	Marketing	16,682	16,757	100%	17,481	95%	51,481	57,992
77,769	75,422	103%	72,980	107%	TOTAL PAYROLL	312,588	294,440	106%	276,454	113%	884,602	879,649
OPERATING EXPENSES												
22,412	21,421	105%	15,865	141%	Course and Grounds	93,367	103,234	90%	83,280	112%	342,652	317,058
13,004	6,500	200%	5,658	230%	Carts, Range, Starters, Etc.	46,338	27,500	169%	21,911	211%	82,450	89,271
306	150	204%	39	779%	Pro Shop	2,659	825	322%	430	619%	7,575	13,302
29,526	22,771	130%	21,972	134%	General and Administrative	115,905	94,781	122%	90,013	129%	250,742	294,611
837	1,200	70%	1,168	72%	Marketing	4,869	7,000	70%	6,969	70%	23,400	21,786
66,084	52,042	127%	44,703	148%	TOTAL OPERATING EXPENSES	263,137	233,340	113%	202,603	130%	706,819	736,029
156,394	135,784	115%	127,252	123%	TOTAL EXPENSES	614,785	550,948	112%	502,493	122%	1,661,885	1,710,243
67,391	46,144	146%	42,879	157%	EBITDA	30,346	44,418	68%	78,677	39%	84,246	152,824

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2023

<u>MTD</u>	<u>MTD</u>	<u>% of</u>	<u>MTD</u>	<u>% of</u>		<u>YTD</u>	<u>YTD</u>	<u>% of</u>	<u>YTD</u>	<u>% of</u>	<u>Annual</u>	
<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Prior Year</u>	<u>PY</u>		<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Prior Year</u>	<u>PY</u>	<u>Budget</u>	
67,391	46,144	146%	42,879	157%	EBITDA	30,346	44,418	68%	78,677	39%	84,246	152,824
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(25,474)	(25,736)	99%	(25,230)	101%	(77,208)	(76,060)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(382)	(382)	100%	(382)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(382)	(382)	100%	(382)	100%	(1,146)	(1,146)
60,895	39,615	154%	36,476	167%	NET INCOME	4,490	18,299	25%	53,065	8%	5,892	75,618
4,514	3,800	119%	3,860	117%	Paid Rounds	13,557	12,005	113%	14,128	96%	37,780	42,158
411	387	106%	381	108%	Annual Pass Rounds	1,282	1,331	96%	1,481	87%	4,748	4,207
301	225	134%	238	126%	Other Rounds	944	891	106%	1,047	90%	2,636	2,933
5,226	4,412	118%	4,479	117%	Total Rounds	15,783	14,227	111%	16,656	95%	45,164	49,298
50	48	104%	44	112%	Revenue/Paid Rounds	48	50	96%	41	116%	46	525
43	41	104%	38	113%	Revenue/Total Rounds	41	42	98%	35	117%	39	448

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
131,321	106,508	123%	91,489	144%	Green Fees	365,440	351,236	104%	310,790	118%	990,571	1,033,176
59,331	51,020	116%	55,157	108%	Cart Fee	185,483	169,870	109%	195,704	95%	534,440	569,069
500	500	100%	515	97%	Handicap Fee	595	560	106%	555	107%	4,130	5,065
2,844	1,500	190%	1,522	187%	Lessons	6,371	4,800	133%	4,830	132%	13,590	17,314
460	300	153%	220	209%	Rental Clubs	1,600	1,000	160%	1,040	154%	2,800	3,680
18,589	13,000	143%	13,123	142%	Retail	55,264	36,200	153%	36,307	152%	110,100	144,647
6,571	5,500	119%	4,490	146%	Range	17,755	18,600	95%	18,568	96%	52,400	50,784
4,168	3,600	116%	3,615	115%	City Surcharge R & R	12,624	13,100	96%	13,377	94%	38,100	39,333
223,785	181,928	123%	170,132	132%	Total Revenues	645,131	595,366	108%	581,170	111%	1,746,131	1,863,067
COST OF GOODS SOLD												
12,541	8,320	151%	9,570	131%	COGS - Merchandise	39,060	23,168	169%	23,436	167%	70,464	94,565
12,541	8,320	151%	9,570	131%	Total COGS	39,060	23,168	169%	23,436	167%	70,464	94,565
211,243	173,608	122%	160,562	132%	GROSS MARGIN	606,071	572,198	106%	557,734	109%	1,675,667	1,768,502
67.47%	64.00%	105.42%	72.92%	92.52%	COGS - Merchandise %	70.68%	64.00%	110.44%	64.55%	109.50%	64.00%	762.50%
PAYROLL												
25,273	25,573	99%	23,848	106%	Gross Payroll - Salaried	111,569	102,057	109%	94,908	118%	309,850	316,234
40,798	36,393	112%	35,703	114%	Gross Payroll - Hourly	153,847	144,606	106%	136,684	113%	430,230	431,322
66,071	61,966	107%	59,551	111%	S/T Wages	265,416	246,662	108%	231,592	115%	740,080	747,556
4,977	4,740	105%	4,478	111%	Payroll Tax - FICA	19,574	18,870	104%	17,120	114%	56,616	55,148
466	2,270	21%	343	136%	Payroll Tax - UC	627	3,154	20%	1,020	61%	9,197	2,099
1,266	1,219	104%	1,049	121%	Payroll Tax - WC	4,719	4,853	97%	4,140	114%	14,988	14,518
4,989	5,227	95%	7,559	66%	Benefits	22,253	20,902	106%	22,581	99%	63,721	60,328
11,698	13,456	87%	13,429	87%	S/T Adders	47,173	47,778	99%	44,862	105%	144,522	132,093
77,769	75,422	103%	72,980	107%	TOTAL PAYROLL	312,588	294,440	106%	276,454	113%	884,602	879,649
OPERATING EXPENSES												
89	100	89%	768	12%	Cart Supplies	346	400	87%	949	36%	1,200	1,569
951	600	158%	898	106%	Chemicals	2,358	2,400	98%	2,686	88%	7,200	7,699
626	100	626%	138	454%	Course Accessories	1,545	2,100	74%	2,260	68%	4,250	3,269
2,611	3,600	73%	0	0%	Fertilizer	16,066	18,100	89%	10,015	160%	58,500	65,362
690	0	0%	0	0%	Flowers/Decor	787	900	87%	515	153%	900	787
607	1,500	40%	1,423	43%	Fuel	6,318	6,900	92%	5,827	108%	19,900	22,172
0	600	0%	614	0%	Fungicides	992	2,500	40%	2,161	46%	6,400	4,126
406	1,200	34%	0	0%	Herbicides	4,708	5,800	81%	4,396	107%	33,700	14,931
245	0	0%	0	0%	Insecticides	245	1,000	25%	713	34%	13,100	11,676
352	850	41%	866	41%	Janitorial Supplies	1,869	3,300	57%	3,336	56%	8,000	5,959
75	100	75%	0	0%	Laundry/Uniforms	1,266	1,400	90%	888	143%	2,200	1,897
937	250	375%	356	263%	Office Supplies	3,077	2,000	154%	1,887	163%	4,200	5,868
0	0	0%	0	0%	Range Balls	2,042	1,800	113%	1,760	116%	3,600	3,802
0	250	0%	226	0%	Range Equipment	672	250	269%	226	297%	1,050	1,533
625	0	0%	0	0%	Range Expenses	625	450	139%	460	136%	2,100	1,793
1,213	0	0%	0	0%	Sand/Topdress	3,793	3,300	115%	2,256	168%	15,200	11,808
0	600	0%	495	0%	Seeds/Trees	5,560	8,200	68%	4,815	115%	15,200	9,660
229	0	0%	0	0%	Small Tools	493	600	82%	519	95%	3,200	1,818
81	0	0%	0	0%	Staff/Volunteer Uniforms	250	0	0%	0	0%	0	250
228	0	0%	0	0%	Supplies	4,894	0	0%	0	0%	200	8,756
0	50	0%	39	0%	Tournament Expense	47	200	23%	98	47%	600	192
121	250	48%	119	102%	Alarm System	807	1,000	81%	559	144%	3,000	2,317
(49)	50	-98%	20	-245%	Cart Repairs	271	200	136%	344	79%	1,200	905
638	160	398%	160	399%	Computer Service	1,217	640	190%	639	190%	1,920	2,496
850	650	131%	812	105%	Contract Cleaning	2,643	2,600	102%	2,436	109%	7,800	7,705
2,745	0	0%	0	0%	Guest Relations	8,235	0	0%	0	0%	0	8,235
0	0	0%	0	0%	Handicap Expense	256	225	114%	225	114%	5,175	5,328
737	1,100	67%	525	140%	Irrigation	3,069	4,400	70%	2,941	104%	13,200	11,345
0	50	0%	0	0%	Lesson Expense	0	200	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Paths	0	0	0%	0	0%	3,000	0
7,422	2,100	353%	2,115	351%	Repair & Maint - Equipment	12,286	6,900	178%	5,089	241%	19,800	37,047
547	2,550	21%	2,552	21%	Repair & Maint - Building	1,757	3,000	59%	2,977	59%	9,850	10,578
8,577	5,200	165%	3,535	243%	Cart Lease	34,308	20,800	165%	14,139	243%	62,400	64,197
7,140	7,671	93%	7,671	93%	Equipment Lease	28,560	30,684	93%	30,692	93%	92,052	85,291
206	206	100%	176	117%	Off-Site Storage	824	824	100%	704	117%	2,472	2,157
917	1,150	80%	1,346	68%	Utilities - Electric	3,459	4,600	75%	4,935	70%	13,800	13,158
3,594	3,800	95%	3,242	111%	Utilities - Other	13,734	15,200	90%	13,725	100%	45,600	46,270
150	200	75%	150	100%	Utilities - Telephone/Fax	797	800	100%	721	110%	2,400	2,289
244	200	122%	204	119%	Utilities - Water	959	1,000	96%	951	101%	2,600	2,697
837	1,200	70%	1,168	72%	Advertising & Promotion	4,869	7,000	70%	6,969	70%	23,400	21,786
327	400	82%	343	95%	Bank Charges	1,314	1,600	82%	1,407	93%	4,800	4,054
(64)	0	0%	57	-113%	Cash Short/(Over)	(185)	0	0%	(152)	121%	0	(670)
240	240	100%	200	120%	Cell Phone	960	960	100%	800	120%	2,880	2,560
4,168	3,615	115%	3,615	115%	City Surcharge R & R	12,624	13,377	94%	13,377	94%	38,940	39,333

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,700	3,400	109%	3,358	110%	Credit Card Discounts	14,359	14,500	99%	14,455	99%	36,500	42,479
(10)	0	0%	0	0%	Donations	(10)	0	0%	0	0%	0	563
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
430	400	108%	400	108%	Education & Training	430	400	108%	400	108%	550	430
204	100	204%	(364)	-56%	Employee Relations	1,105	1,350	82%	300	368%	2,150	1,206
0	0	0%	29	0%	Employee Testing	66	0	0%	29	226%	0	95
7,675	6,700	115%	6,130	125%	Insurance Expense	30,700	26,800	115%	24,519	125%	80,400	84,477
(327)	50	-654%	0	0%	Member Relations	(436)	200	-218%	0	0%	600	2,055
0	0	0%	0	0%	Miscellaneous	8	0	0%	0	0%	0	2,089
4,000	0	0%	0	0%	O/S - Accounting	13,500	9,200	147%	9,000	150%	11,200	20,730
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,800
436	500	87%	416	105%	Payroll Processing Fee	1,630	1,550	105%	1,576	103%	4,350	5,137
283	100	283%	334	85%	Postage/Shipping	838	550	152%	765	109%	1,750	2,794
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(50)	0	0%	(120)	42%	150	(50)
112	100	112%	598	19%	Travel - Meals	112	400	28%	1,075	10%	2,100	152
302	100	302%	0	0%	Travel - Other	8,103	400	2026%	972	833%	1,200	10,422
0	0	0%	0	0%	Employee Meals	25	0	0%	0	0%	0	45
66,084	52,042	127%	44,703	148%	TOTAL OPERATING EXPENSES	263,137	233,340	113%	202,603	130%	706,819	736,029
67,391	46,144	146%	42,879	157%	EBITDA	30,346	44,418	68%	78,677	39%	84,246	152,824
6,400	6,434	99%	6,307	101%	Management Fee	25,474	25,736	99%	25,230	101%	77,208	76,060
6,400	6,434	99%	6,307	101%	Management Fees	25,474	25,736	99%	25,230	101%	77,208	76,060
23	23	100%	23	100%	Deprec - Mach & Equip	92	92	100%	92	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	290	290	100%	290	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	382	382	100%	382	100%	1,146	1,146
60,895	39,615	154%	36,476	167%	NET INCOME	4,490	18,299	25%	53,065	8%	5,892	75,618

The Golf Club at Cypress Head
Course & Grounds
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
131,321	106,508	123%	91,489	144%	Green Fees	365,440	351,236	104%	310,790	118%	990,571	1,033,176
4,168	3,600	116%	3,615	115%	City Surcharge R & R	12,624	13,100	96%	13,377	94%	38,100	39,333
135,490	110,108	123%	95,105	142%	Total Revenues	378,063	364,336	104%	324,167	117%	1,028,671	1,072,509
135,490	110,108	123%	95,105	142%	GROSS MARGIN	378,063	364,336	104%	324,167	117%	1,028,671	1,072,509
PAYROLL												
4,734	11,047	43%	9,813	48%	Gross Payroll - Salaried	37,163	44,188	84%	38,698	96%	132,564	121,117
24,200	21,645	112%	22,020	110%	Gross Payroll - Hourly	93,110	85,884	108%	80,967	115%	254,858	256,223
28,935	32,692	89%	31,833	91%	S/T Wages	130,272	130,072	100%	119,665	109%	387,422	377,340
2,171	2,501	87%	2,394	91%	Payroll Tax - FICA	9,664	9,950	97%	8,822	110%	29,638	27,728
228	1,184	19%	182	125%	Payroll Tax - UC	246	1,205	20%	429	57%	3,376	930
609	643	95%	559	109%	Payroll Tax - WC	2,378	2,559	93%	2,114	113%	7,845	7,420
1,346	2,013	67%	3,986	34%	Benefits	7,841	8,052	97%	10,389	75%	24,532	26,152
4,354	6,341	69%	7,121	61%	S/T Adders	20,130	21,767	92%	21,754	93%	65,391	62,230
33,289	39,034	85%	38,954	85%	TOTAL PAYROLL	150,403	151,838	99%	141,420	106%	452,813	439,570
OPERATING EXPENSES												
951	600	158%	898	106%	Chemicals	2,358	2,400	98%	2,686	88%	7,200	7,699
626	100	626%	138	454%	Course Accessories	1,545	2,100	74%	2,260	68%	4,250	3,269
2,611	3,600	73%	0	0%	Fertilizer	16,066	18,100	89%	10,015	160%	58,500	65,362
690	0	0%	0	0%	Flowers/Decor	787	900	87%	515	153%	900	787
607	1,500	40%	1,423	43%	Fuel	6,318	6,900	92%	5,827	108%	19,900	22,172
0	600	0%	614	0%	Fungicides	992	2,500	40%	2,161	46%	6,400	4,126
406	1,200	34%	0	0%	Herbicides	4,708	5,800	81%	4,396	107%	33,700	14,931
245	0	0%	0	0%	Insecticides	245	1,000	25%	713	34%	13,100	11,676
1,213	0	0%	0	0%	Sand/Topdress	3,793	3,300	115%	2,256	168%	15,200	11,808
0	600	0%	495	0%	Seeds/Trees	5,560	8,200	68%	4,815	115%	15,200	9,660
229	0	0%	0	0%	Small Tools	493	600	82%	519	95%	3,200	1,818
81	0	0%	0	0%	Staff/Volunteer Uniforms	250	0	0%	0	0%	0	250
737	1,100	67%	525	140%	Irrigation	3,069	4,400	70%	2,941	104%	13,200	11,345
0	0	0%	0	0%	Repair & Maint - Paths	0	0	0%	0	0%	3,000	0
4,222	1,600	264%	1,609	262%	Repair & Maint - Equipment	9,022	6,400	141%	4,583	197%	19,200	29,959
148	150	98%	152	97%	Repair & Maint - Building	704	150	470%	152	463%	3,150	2,686
7,140	7,671	93%	7,671	93%	Equipment Lease	28,560	30,684	93%	30,692	93%	92,052	85,291
277	250	111%	237	117%	Utilities - Electric	1,123	1,000	112%	903	124%	3,000	3,422
1,556	1,800	86%	1,470	106%	Utilities - Other	6,139	7,200	85%	6,465	95%	21,600	21,385
244	200	122%	204	119%	Utilities - Water	959	1,000	96%	951	101%	2,600	2,697
430	400	108%	400	108%	Education & Training	430	400	108%	400	108%	550	430
0	50	0%	0	0%	Employee Relations	178	200	89%	0	0%	600	225
0	0	0%	29	0%	Employee Testing	34	0	0%	29	117%	0	63
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,800	5,800
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	150	165
22,412	21,421	105%	15,865	141%	TOTAL OPERATING EXPENSES	93,335	103,234	90%	83,280	112%	342,652	317,027
79,789	49,653	161%	40,285	198%	EBITDA	134,325	109,264	123%	99,467	135%	233,206	315,912
79,789	49,653	161%	40,285	198%	NET INCOME	134,325	109,264	123%	99,467	135%	233,206	315,912

The Golf Club at Cypress Head
Maintenance
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	OPERATING EXPENSES	32	0	0%	0	0%	0	32
0	0	0%	0	0%	Employee Testing	32	0	0%	0	0%	0	32
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	(32)	0	0%	0	0%	0	(32)
0	0	0%	0	0%	EBITDA							
0	0	0%	0	0%	NET INCOME	(32)	0	0%	0	0%	0	(32)

The Golf Club at Cypress Head
Carts
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
59,331	51,020	116%	55,157	108%	Cart Fee	185,483	169,870	109%	195,704	95%	534,440	569,069
59,331	51,020	116%	55,157	108%	Total Revenues	185,483	169,870	109%	195,704	95%	534,440	569,069
59,331	51,020	116%	55,157	108%	GROSS MARGIN	185,483	169,870	109%	195,704	95%	534,440	569,069
					PAYROLL							
11,795	8,087	146%	7,762	152%	Gross Payroll - Hourly	39,300	32,085	122%	31,836	123%	95,213	104,616
11,795	8,087	146%	7,762	152%	S/T Wages	39,300	32,085	122%	31,836	123%	95,213	104,616
912	619	147%	594	154%	Payroll Tax - FICA	3,116	2,455	127%	2,522	124%	7,284	8,554
74	300	25%	45	163%	Payroll Tax - UC	195	1,038	19%	327	60%	3,380	892
189	159	119%	132	143%	Payroll Tax - WC	658	631	104%	570	115%	1,928	2,006
7	0	0%	0	0%	Benefits	(180)	0	0%	0	0%	0	(172)
1,182	1,078	110%	771	153%	S/T Adders	3,788	4,123	92%	3,418	111%	12,591	11,280
12,977	9,164	142%	8,533	152%	TOTAL PAYROLL	43,088	36,209	119%	35,254	122%	107,804	115,896
					OPERATING EXPENSES							
89	100	89%	768	12%	Cart Supplies	346	400	87%	949	36%	1,200	1,569
(78)	0	0%	0	0%	Supplies	2,537	0	0%	0	0%	0	2,537
(49)	50	-98%	20	-245%	Cart Repairs	271	200	136%	344	79%	1,200	905
8,577	5,200	165%	3,535	243%	Cart Lease	34,308	20,800	165%	14,139	243%	62,400	64,197
640	900	71%	1,109	58%	Utilities - Electric	2,337	3,600	65%	4,033	58%	10,800	9,736
9,179	6,250	147%	5,432	169%	TOTAL OPERATING EXPENSES	39,799	25,000	159%	19,465	204%	75,600	78,943
37,175	35,606	104%	41,192	90%	EBITDA	102,596	108,661	94%	140,984	73%	351,036	374,229
37,175	35,606	104%	41,192	90%	NET INCOME	102,596	108,661	94%	140,984	73%	351,036	374,229

The Golf Club at Cypress Head
Range
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
6,571	5,500	119%	4,490	146%	Range	17,755	18,600	95%	18,568	96%	52,400	50,784
6,571	5,500	119%	4,490	146%	Total Revenues	17,755	18,600	95%	18,568	96%	52,400	50,784
6,571	5,500	119%	4,490	146%	GROSS MARGIN	17,755	18,600	95%	18,568	96%	52,400	50,784
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	2,042	1,800	113%	1,760	116%	3,600	3,802
0	250	0%	226	0%	Range Equipment	672	250	269%	226	297%	1,050	1,533
625	0	0%	0	0%	Range Expenses	625	450	139%	460	136%	2,100	1,793
3,200	0	0%	0	0%	Repair & Maint - Equipment	3,200	0	0%	0	0%	100	3,200
3,825	250	1530%	226	1693%	TOTAL OPERATING EXPENSES	6,539	2,500	262%	2,446	267%	6,850	10,328
2,746	5,250	52%	4,265	64%	EBITDA	11,217	16,100	70%	16,122	70%	45,550	40,456
2,746	5,250	52%	4,265	64%	NET INCOME	11,217	16,100	70%	16,122	70%	45,550	40,456

The Golf Club at Cypress Head
Golf Shop
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
500	500	100%	515	97%	Handicap Fee	595	560	106%	555	107%	4,130	5,065
2,844	1,500	190%	1,522	187%	Lessons	6,371	4,800	133%	4,830	132%	13,590	17,314
460	300	153%	220	209%	Rental Clubs	1,600	1,000	160%	1,040	154%	2,800	3,680
18,589	13,000	143%	13,123	142%	Retail	55,264	36,200	153%	36,307	152%	110,100	144,647
22,393	15,300	146%	15,380	146%	Total Revenues	63,829	42,560	150%	42,732	149%	130,620	170,706
					COST OF GOODS SOLD							
12,541	8,320	151%	9,570	131%	COGS - Merchandise	39,060	23,168	169%	23,436	167%	70,464	94,565
12,541	8,320	151%	9,570	131%	Total COGS	39,060	23,168	169%	23,436	167%	70,464	94,565
9,852	6,980	141%	5,810	170%	GROSS MARGIN	24,770	19,392	128%	19,296	128%	60,156	76,141
67.47%	64.00%	105.42%	72.92%	92.52%	COGS - Merchandise %	70.68%	64.00%	110.44%	64.55%	109.50%	64.00%	762.50%
					PAYROLL							
4,329	0	0%	0	0%	Gross Payroll - Salaried	10,174	0	0%	0	0%	0	10,174
4,730	6,661	71%	5,921	80%	Gross Payroll - Hourly	21,236	26,637	80%	23,882	89%	80,159	70,281
9,059	6,661	136%	5,921	153%	S/T Wages	31,410	26,637	118%	23,882	132%	80,159	80,455
688	510	135%	457	151%	Payroll Tax - FICA	2,395	2,038	118%	1,826	131%	6,132	6,165
57	247	23%	41	141%	Payroll Tax - UC	78	328	24%	117	67%	1,484	359
154	131	118%	109	141%	Payroll Tax - WC	532	524	102%	447	119%	1,624	1,559
612	579	106%	783	78%	Benefits	2,645	2,314	114%	2,339	113%	7,045	7,319
1,512	1,467	103%	1,390	109%	S/T Adders	5,649	5,204	109%	4,728	119%	16,285	15,403
10,570	8,127	130%	7,311	145%	TOTAL PAYROLL	37,060	31,840	116%	28,609	130%	96,444	95,858
					OPERATING EXPENSES							
0	50	0%	0	0%	Office Supplies	0	200	0%	10	0%	600	266
306	0	0%	0	0%	Supplies	2,356	0	0%	0	0%	200	6,219
0	50	0%	39	0%	Tournament Expense	47	200	23%	98	47%	600	192
0	0	0%	0	0%	Handicap Expense	256	225	114%	225	114%	5,175	5,328
0	50	0%	0	0%	Lesson Expense	0	200	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	97	0%	0	947
306	150	204%	39	779%	TOTAL OPERATING EXPENSES	2,659	825	322%	430	619%	7,575	13,302
(1,025)	(1,297)	79%	(1,540)	67%	EBITDA	(14,949)	(13,273)	113%	(9,743)	153%	(43,863)	(33,019)
(1,025)	(1,297)	79%	(1,540)	67%	NET INCOME	(14,949)	(13,273)	113%	(9,743)	153%	(43,863)	(33,019)

The Golf Club at Cypress Head
G & A
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
12,795	10,785	119%	10,719	119%	Gross Payroll - Salaried	49,214	42,902	115%	42,171	117%	131,217	135,799
72	0	0%	0	0%	Gross Payroll - Hourly	201	0	0%	0	0%	0	201
12,867	10,785	119%	10,719	120%	S/T Wages	49,415	42,902	115%	42,171	117%	131,217	136,000
848	825	103%	791	107%	Payroll Tax - FICA	3,236	3,282	99%	2,954	110%	10,038	9,237
73	400	18%	58	126%	Payroll Tax - UC	74	400	18%	113	65%	519	(169)
228	212	107%	191	120%	Payroll Tax - WC	873	844	103%	755	116%	2,658	2,606
2,967	2,593	114%	2,192	135%	Benefits	11,759	10,368	113%	7,696	153%	31,628	22,661
4,116	4,030	102%	3,231	127%	S/T Adders	15,941	14,894	107%	11,519	138%	44,843	34,334
16,983	14,815	115%	13,949	122%	TOTAL PAYROLL	65,356	57,796	113%	53,690	122%	176,060	170,334
OPERATING EXPENSES												
352	850	41%	866	41%	Janitorial Supplies	1,869	3,300	57%	3,336	56%	8,000	5,959
75	100	75%	0	0%	Laundry/Uniforms	1,266	1,400	90%	888	143%	2,200	1,897
937	200	469%	356	263%	Office Supplies	3,077	1,800	171%	1,877	164%	3,600	5,601
121	250	48%	119	102%	Alarm System	807	1,000	81%	559	144%	3,000	2,317
638	160	398%	160	399%	Computer Service	1,217	640	190%	639	190%	1,920	2,496
850	650	131%	812	105%	Contract Cleaning	2,643	2,600	102%	2,436	109%	7,800	7,705
2,745	0	0%	0	0%	Guest Relations	8,235	0	0%	0	0%	0	8,235
0	500	0%	506	0%	Repair & Maint - Equipment	64	500	13%	506	13%	500	3,688
399	2,400	17%	2,400	17%	Repair & Maint - Building	1,052	2,850	37%	2,728	39%	6,700	6,945
206	206	100%	176	117%	Off-Site Storage	824	824	100%	704	117%	2,472	2,157
2,037	2,000	102%	1,772	115%	Utilities - Other	7,595	8,000	95%	7,260	105%	24,000	24,885
150	200	75%	150	100%	Utilities - Telephone/Fax	797	800	100%	721	110%	2,400	2,289
327	400	82%	343	95%	Bank Charges	1,314	1,600	82%	1,407	93%	4,800	4,054
(64)	0	0%	57	-113%	Cash Short/(Over)	(185)	0	0%	(152)	121%	0	(670)
240	240	100%	200	120%	Cell Phone	960	960	100%	800	120%	2,880	2,560
4,168	3,615	115%	3,615	115%	City Surcharge R & R	12,624	13,377	94%	13,377	94%	38,940	39,333
3,700	3,400	109%	3,358	110%	Credit Card Discounts	14,359	14,500	99%	14,455	99%	36,500	42,479
(10)	0	0%	0	0%	Donations	(10)	0	0%	0	0%	0	563
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
204	50	407%	(364)	-56%	Employee Relations	927	1,150	81%	300	309%	1,550	981
7,675	6,700	115%	6,130	125%	Insurance Expense	30,700	26,800	115%	24,519	125%	80,400	84,477
(327)	50	-654%	0	0%	Member Relations	(436)	200	-218%	0	0%	600	2,055
0	0	0%	0	0%	Miscellaneous	8	0	0%	0	0%	0	2,089
4,000	0	0%	0	0%	O/S - Accounting	13,500	9,200	147%	9,000	150%	11,200	20,730
436	500	87%	416	105%	Payroll Processing Fee	1,630	1,550	105%	1,576	103%	4,350	5,137
283	100	283%	334	85%	Postage/Shipping	838	550	152%	765	109%	1,750	2,794
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(50)	0	0%	(120)	42%	0	(215)
112	100	112%	598	19%	Travel - Meals	112	400	28%	1,075	10%	2,100	152
302	100	302%	0	0%	Travel - Other	8,103	400	2026%	972	833%	1,200	10,422
0	0	0%	0	0%	Employee Meals	25	0	0%	0	0%	0	45
29,526	22,771	130%	21,972	134%	TOTAL OPERATING EXPENSES	115,905	94,781	122%	90,013	129%	250,742	294,611
(46,510)	(37,586)	124%	(35,922)	129%	EBITDA	(181,260)	(152,577)	119%	(143,703)	126%	(426,802)	(464,945)
6,400	6,434	99%	6,307	101%	Management Fee	25,474	25,736	99%	25,230	101%	77,208	76,060
6,400	6,434	99%	6,307	101%	Management Fees	25,474	25,736	99%	25,230	101%	77,208	76,060
23	23	100%	23	100%	Deprec - Mach & Equip	92	92	100%	92	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	290	290	100%	290	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	382	382	100%	382	100%	1,146	1,146
(53,005)	(44,115)	120%	(42,325)	125%	NET INCOME	(207,116)	(178,695)	116%	(169,315)	122%	(505,156)	(542,151)

The Golf Club at Cypress Head
Marketing
For the Four Months Ending January 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,415	3,742	91%	3,316	103%	Gross Payroll - Salaried	15,018	14,967	100%	14,038	107%	46,070	49,145
3,415	3,742	91%	3,316	103%	S/T Wages	15,018	14,967	100%	14,038	107%	46,070	49,145
357	286	125%	243	147%	Payroll Tax - FICA	1,164	1,145	102%	997	117%	3,524	3,464
34	139	24%	17	196%	Payroll Tax - UC	34	183	18%	35	98%	438	87
86	74	117%	59	146%	Payroll Tax - WC	278	294	94%	255	109%	933	927
58	42	138%	598	10%	Benefits	188	167	113%	2,157	9%	516	4,369
534	540	99%	917	58%	S/T Adders	1,664	1,790	93%	3,443	48%	5,411	8,847
3,949	4,282	92%	4,233	93%	TOTAL PAYROLL	16,682	16,757	100%	17,481	95%	51,481	57,992
					OPERATING EXPENSES							
837	1,200	70%	1,168	72%	Advertising & Promotion	4,869	7,000	70%	6,969	70%	23,400	21,786
837	1,200	70%	1,168	72%	TOTAL OPERATING EXPENSES	4,869	7,000	70%	6,969	70%	23,400	21,786
(4,786)	(5,482)	87%	(5,401)	89%	EBITDA	(21,550)	(23,757)	91%	(24,450)	88%	(74,881)	(79,778)
(4,786)	(5,482)	87%	(5,401)	89%	NET INCOME	(21,550)	(23,757)	91%	(24,450)	88%	(74,881)	(79,778)

**The Golf Club at Cypress Head
Course Cash Flow Report
January 31, 2023**

	<u>January</u>	<u>YTD</u>
EBITDA	\$67,390.69	\$30,346.33
Management Fee Expense	(6,400.00)	(25,473.85)
Depreciation & Amortization	(95.53)	(382.12)
Net Income	60,895.16	4,490.36
Working Capital Changes		
Inventory	(17,450.31)	(45,780.29)
Receivables	(5,166.14)	88,271.86
Payables	22,300.55	76,282.29
Due to from the City	(196.31)	1,003.42
Prepays	10,891.89	(2,913.67)
Accrued Liabilities	8,217.05	34,920.72
Other Liabilities	(9,040.04)	(79,309.83)
Depreciation & Amortization	95.53	382.12
Operating Cash Flow	70,547.38	77,346.98
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>70,547.38</u>	<u>77,346.98</u>
Beginning Cash	262,232.84	255,433.24
Net Cash Flows	<u>70,547.38</u>	<u>77,346.98</u>
Ending Cash	<u>332,780.22</u>	<u>332,780.22</u>



February 11, 2023

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for January 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JANUARY 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 131,321	\$ 106,508	\$ 24,813		\$ 365,440	\$ 351,236	\$ 310,790	\$ 14,204
Cart Fees	\$ 59,331	\$ 51,020	\$ 8,311		\$ 185,483	\$ 169,870	\$ 195,704	\$ 15,613
Range	\$ 6,571	\$ 5,500	\$ 1,071		\$ 17,755	\$ 18,600	\$ 18,568	\$ (845)
Pro- Shop Revenues	\$ 22,393	\$ 15,300	\$ 7,093		\$ 63,830	\$ 42,560	\$ 42,732	\$ 21,270
City Surcharge R/R	\$ 4,168	\$ 3,600	\$ 568		\$ 12,624	\$ 13,100	\$ 13,377	\$ (476)
Total Revenue	\$ 223,784	\$ 181,928	\$ 41,856		\$ 645,132	\$ 595,366	\$ 581,171	\$ 49,766
Cost of Sales	\$ 12,541	\$ 8,320	\$ 4,221		\$ 39,060	\$ 23,168	\$ 23,436	\$ 15,892
Merchandise	\$ 12,541	\$ 8,320	\$ 4,221	49%	\$ 39,060	\$ 23,168	\$ 23,436	\$ 15,892
Gross Margin	\$ 211,243	\$ 173,608	\$ 37,635		\$ 606,072	\$ 572,198	\$ 557,735	\$ 33,874
Total Payroll	\$ 77,769	\$ 75,422	\$ 2,347		\$ 312,588	\$ 294,440	\$ 276,454	\$ 18,148
Total Operating Expenses	\$ 66,084	\$ 52,042	\$ 14,042		\$ 263,137	\$ 233,340	\$ 202,603	\$ 29,797
EBITDA	\$ 67,390	\$ 46,144	\$ 21,246		\$ 30,347	\$ 44,418	\$ 78,678	\$ (14,071)
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 25,856	\$ 26,118	\$ 25,612	\$ (262)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 25,474	\$ 25,736	\$ 25,230	\$ (262)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 382	\$ 382	\$ 382	\$ -
Net Cash From Ops	\$ 60,894	\$ 39,614	\$ 21,280		\$ 4,491	\$ 18,300	\$ 53,066	\$ (13,809)
Rounds								
Total Rounds	5,226	4,412	814		15,783	14,227	16,656	1,556
Paid Rounds	4,514	3,800	714		13,557	12,005	14,128	1,552
Avg. GF/CF Total rounds	\$36.48	\$35.70	\$ 0.78		\$34.91	\$36.63	\$30.41	\$ (1.72)
Avg. GF/CF Paid rounds	\$42.24	\$41.45	\$ 0.78		\$40.64	\$43.41	\$35.85	\$ (2.77)
Avg. Merchandise/round	\$4.28	\$3.47	\$ 0.82		\$4.04	\$2.99	\$2.57	\$ 1.05

Overview:

- Total revenues for January finished well ahead of projected budget for the month. The golf course realized 3 unplayable days. We had 28 playable days and averaged 187 rounds per playable day. Total Revenues came in at \$223.8K and exceeded budget by 23%. We played 5,226 total rounds to a budget of 4,412 (over by 814).
- Total Payroll for the month was \$77.8K, over by only \$3.3K. Total Operating Expenses were \$66.1K.
- While rounds exceeded budget by 18%, green fee revenue exceeded budget by 21%, trending toward a more positive correlation. Our range revenue increased due to a price increase from \$3 a token to \$5 a token.
- We made up some significant ground on EBITDA, exceeding our monthly budget by \$21.2K.
- We are happy to report that our Cypress Head team is 100% certified through the first 4 modules of KemperSports True Service training model and our Department Heads are in the midst of True Leadership training, with a scheduled completion date of February 14.

CAPEX Projects:

There were no projects for the month of January. We purchased and installed a new range ball dispenser and ball washer in January. While our main cart path repair contractor has been contacted, the small scope of the project doesn't garner much interest. We have been seeking other offers as contractors become more available. We completed more tree work in house, leaving a minimal amount of cleanup ahead.

Tee Sheet Activity:

- There were 5,226 total rounds for the month which included 4,514 paid rounds, 411 Annual Pass rounds and 301 other rounds. The round type for the month included 3,956 eighteen-hole rounds and 1,270 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Their primary goal will be to assist golfers while on the course, monitor pace of play, and enforce rules and regulations. Thus far, their



presence has improved the golf experience and added to our level of service regarding on course attention.

January 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	4,514	3,800	3,860	13,557	12,005	14,128
ANNUAL PASS	411	387	381	1,282	1,331	1,481
OTHER	301	225	238	944	891	1,047
TOTAL ROUNDS	5,226	4,412	4,479	15,783	14,227	16,656

Departmental Summaries:

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We only saw 1.01" of rain in January, but had a brief cold burst move thru in the middle of the month, affecting play for 3 days.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceed budgeted Golf Shop sales by \$7.1K in January.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$2.8K in lessons in January. We continued our Saturday PDP Clinics in January and saw great participation. Our Monday clinics resumed in January and were a weekly sellout.



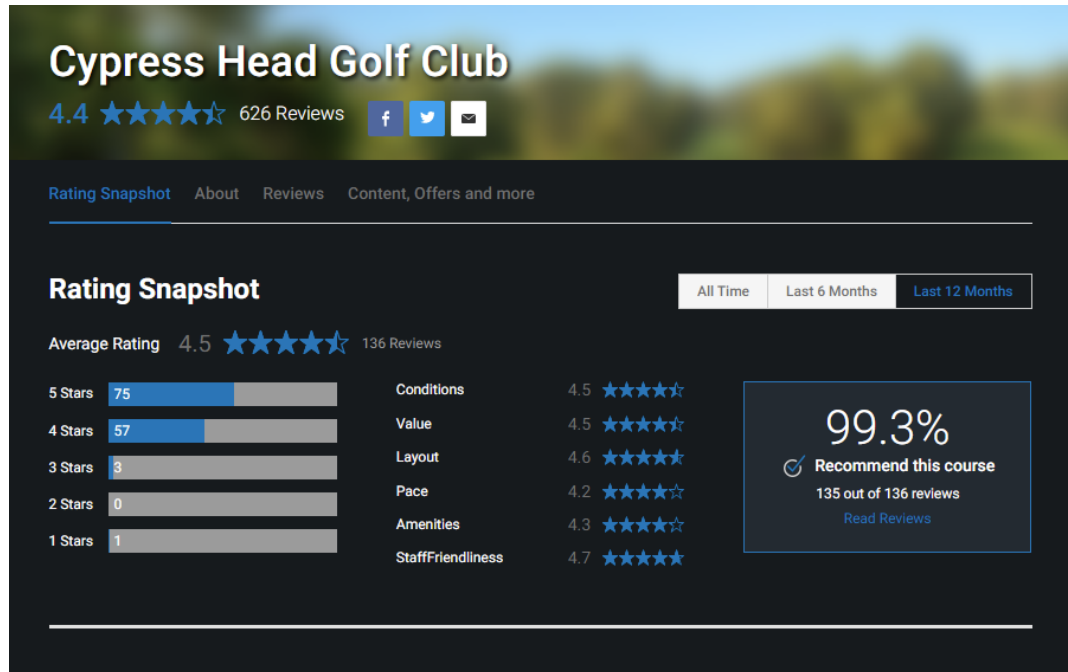
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.
- We hosted three tournaments in January and many other small outings, with over 440 players, generating over \$30.4K in revenue and to rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 10,746 unique e-mail addresses. Our Facebook followers are up to 1,455 (up 21) and Instagram shows 371 (up 12) followers.
- Nightly surveys continued to be strong in January, highlighted by 202 surveys being submitted and an NPS of 89.6 for January. (Please see table below).
- Outside tournament bookings are very strong as we prepare for the 2023 season.

REPORT CRITERIA	
Date of Survey	1/1/23 - 1/31/23
Select level:	Cypress Head Golf Club

	▼					
	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	89.6	9.5	9.7	9.1	9.6	202
Golf	89.6	9.5	9.7	9.1	9.6	202
Cypress Head Golf Club	89.6	9.5	9.7	9.1	9.6	202



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 89.6 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

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

Insights:

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



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Five Months Ending February 28, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	174,388	680,881	1,557,815	44%	202,988	753,911	1,259,492	60%
Merchandise	6,292	42,599	125,691	34%	31,512	86,776	90,550	96%
Other Pro Shop	4,508	10,933	23,918	46%	6,604	15,170	19,063	80%
Range	5,084	23,651	51,597	46%	7,757	25,512	44,300	58%
Other Operating Revenues	4,049	17,425	40,086	43%	4,441	17,065	36,122	47%
TOTAL REVENUE	194,320	775,490	1,799,106	43%	253,302	898,433	1,449,526	62%
COST OF SALES								
Merchandise	4,399	27,835	78,941	35%	23,645	62,705	55,236	114%
TOTAL COGS	4,399	27,835	78,941	35%	23,645	62,705	55,236	114%
COGS - Merchandise %	69.9%	65.3%	62.8%	104.0%	75.0%	72.3%	61.0%	118.5%
PAYROLL								
Course and Grounds	35,263	176,683	430,587	41%	41,235	191,638	416,997	46%
Carts, Range, Starters, Etc.	8,367	43,622	108,062	40%	12,163	55,251	98,064	56%
Pro Shop	6,803	35,412	87,407	41%	11,009	48,069	85,253	56%
General and Administrative	10,642	64,332	158,668	41%	15,567	80,922	160,946	50%
Marketing	5,532	23,013	58,791	39%	4,553	21,235	48,841	43%
TOTAL PAYROLL	66,607	343,061	843,515	41%	84,526	397,114	810,100	49%
OPERATING EXPENSES								
Course and Grounds	20,882	104,162	306,972	34%	32,884	126,251	264,162	48%
Carts, Range, Starters, Etc.	6,280	28,191	64,844	43%	14,510	60,847	88,006	69%
Pro Shop	4,304	4,734	11,073	43%	5,915	8,574	7,085	121%
General and Administrative	23,562	113,575	268,720	42%	27,848	143,753	227,125	63%
Marketing	873	7,841	23,886	33%	112	4,981	23,190	21%
TOTAL OPERATING EXPEN	55,900	258,503	675,495	38%	81,269	344,406	609,568	57%
TOTAL EXPENSES	126,906	629,399	1,597,951	39%	189,441	804,226	1,474,903	55%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(31,537)	(75,816)	42%	(6,400)	(31,874)	(76,432)	42%
Depreciation & Amortization	(96)	(478)	(1,146)	42%	(96)	(478)	(1,146)	42%
TOTAL OTHER INCOME (EX	(6,403)	(32,015)	(76,962)	42%	(6,496)	(32,352)	(77,578)	42%
NET INCOME	61,011	114,076	124,193	92%	57,366	61,856	(102,955)	-60%
=====								
Paid Rounds	4,373	18,501	42,729		4,848	18,405	37,780	
Annual Pass Rounds	443	1,924	4,406		413	1,695	4,748	
Other Rounds	243	1,290	3,036		268	1,212	2,636	
Total Rounds	5,059	21,715	50,171		5,529	21,312	45,164	
Revenue/Paid Rounds	44	42	42		52	49	46	
Revenue/Total Rounds	38	36	36		46	42	39	

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended February 28, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	0	0	0	0	0	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	0	0	0	0	0	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	0	0	0	0	0	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	0	0	0	0	0	0	0
Payables	21,540	4,134	28,307	24,002	2,495	0	0	0	0	0	0	0
Due to from the City	960	239	1	(196)	158	0	0	0	0	0	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	0	0	0	0	0	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	0	0	0	0	0	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	0	0	0	0	0	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	447,236	447,236	447,236	447,236	447,236	447,236
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	0	0	0	0	0	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	407,106	447,236	447,236	447,236	447,236	447,236	447,236

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 2/1/2023
Account: First

To:
2/28/2023
Last

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$283,788.11	\$270,558.99	\$199,362.91	\$71,196.08	\$354,984.19
	10050-5950-900	Cash - Course Payroll BMO	\$49,343.88	\$68,000.00	\$66,571.77	\$1,428.23	\$50,772.11
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$5,537.78	\$10,081.06	\$15,374.85	(\$5,293.79)	\$243.99
	12000-5950-900	Inventory - Merchandise	\$66,957.67	\$61,053.03	\$48,165.14	\$12,887.89	\$79,845.56
	13020-5950-900	Prepaid Insurance	\$22,900.46	\$0.00	\$7,675.12	(\$7,675.12)	\$15,225.34
	13040-5950-900	Prepaid Exp - Other	\$31,757.44	\$0.00	\$13,620.74	(\$13,620.74)	\$18,136.70
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,809.42)	\$0.00	\$23.12	(\$23.12)	(\$4,832.54)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,687.35)	\$0.00	\$72.41	(\$72.41)	(\$26,759.76)
	30000-5950-900	Accts Pay - Trade	(\$105,923.80)	\$97,659.61	\$100,154.12	(\$2,494.51)	(\$108,418.31)
	30040-5950-900	Accts Pay - Other	(\$123,833.30)	\$16,847.41	\$17,005.83	(\$158.42)	(\$123,991.72)
	31000-5950-900	Accrued Expenses	\$3,428.76)	\$3,428.76	\$1,748.83	\$1,679.93	(\$1,748.83)
	31020-5950-900	Accrued Payroll	(\$48,577.74)	\$37,075.59	\$42,850.12	(\$5,774.53)	(\$54,352.27)
	31080-5950-900	Accrued Tips Payable	(\$200.03)	\$200.03	\$0.00	\$200.03	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$13,706.61)	\$13,764.53	\$15,551.48	(\$1,786.95)	(\$15,493.56)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,441.06	\$4,441.06	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$4,419.92)	\$2,317.21	\$2,246.89	\$70.32	(\$4,349.60)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$11,099.50)	\$0.00	\$9,534.49	(\$9,534.49)	(\$20,633.99)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$21,382.05)	\$3,013.75	\$0.00	\$3,013.75	(\$18,368.30)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$24,155.48)	\$3,019.44	\$0.00	\$3,019.44	(\$21,136.04)
	32070-5950-900	Deferred Rev - Gift Cards	(\$38,320.00)	\$3,590.16	\$762.84	\$2,827.32	(\$35,492.68)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,876.46)	\$567.17	\$1,238.52	(\$671.35)	(\$13,547.81)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$53,673.37)	\$8,148.06	\$0.00	\$8,148.06	(\$45,525.31)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$21,705.03)	\$0.00	\$5,692.19	(\$5,692.19)	(\$27,397.22)
	5003A-5950-100	Green Fee - Group	(\$47,421.69)	\$0.00	\$18,448.85	(\$18,448.85)	(\$65,870.54)
	50040-5950-100	Green Fees - Member	(\$2,600.14)	\$0.00	\$356.69	(\$356.69)	(\$2,956.83)
	5006A-5950-100	Green Fee - Junior	(\$414.32)	\$0.00	\$86.48	(\$86.48)	(\$500.80)
	50070-5950-100	Green Fees - (surcharge)	(\$12,625.54)	\$4,441.06	\$8,882.12	(\$4,441.06)	(\$17,066.60)
	5007A-5950-100	Green Fee - League	(\$38,698.94)	\$0.00	\$14,768.89	(\$14,768.89)	(\$53,467.83)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$23,757.35)	\$0.00	\$22,127.26	(\$22,127.26)	(\$45,884.61)
	5012A-5950-100	Green Fee - Outing	(\$26,795.01)	\$0.00	\$5,267.64	(\$5,267.64)	(\$32,062.65)
	5014A-5950-100	Green Fee - Resident	(\$117,005.55)	\$0.00	\$39,556.57	(\$39,556.57)	(\$156,562.12)
	5015A-5950-100	Green Fee - Senior	(\$73,945.89)	\$0.00	\$27,768.62	(\$27,768.62)	(\$101,714.51)
	5018A-5950-100	Green Fee - Twilight	(\$39.90)	\$0.00	\$19.00	(\$19.00)	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$430.36)	\$0.00	\$148.25	(\$148.25)	(\$578.61)
	50500-5950-200	Cart Fee 18	(\$156,468.83)	\$0.00	\$56,708.31	(\$56,708.31)	(\$213,177.14)
	50520-5950-200	Cart Fee - Annual Trail	(\$29,014.13)	\$0.00	\$7,598.06	(\$7,598.06)	(\$36,612.19)
	52090-5950-600	Handicap Fee	(\$595.00)	\$0.00	\$3,404.00	(\$3,404.00)	(\$3,999.00)
	52150-5950-600	Lessons	(\$6,371.00)	\$0.00	\$2,205.00	(\$2,205.00)	(\$8,576.00)
	52280-5950-600	Rental Clubs	(\$1,599.66)	\$0.00	\$995.00	(\$995.00)	(\$2,594.66)
	52310-5950-600	Retail	(\$55,263.82)	\$0.00	\$31,512.42	(\$31,512.42)	(\$86,776.24)
	53050-5950-220	Range Pass Revenue	(\$17,755.19)	\$0.00	\$7,756.67	(\$7,756.67)	(\$25,511.86)
	56120-5950-100	City Surcharge R & R	(\$12,623.66)	\$0.00	\$4,441.06	(\$4,441.06)	(\$17,064.72)
	60000-5950-600	COGS - Merchandise - Accessories	\$39,059.75	\$46,955.48	\$23,310.18	\$23,645.30	\$62,705.05
	70000-5950-100	Gross Payroll - Salaried	\$37,162.82	\$16,752.53	\$0.00	\$16,752.53	\$53,915.35
	70000-5950-600	Gross Payroll - Salaried	\$10,173.90	\$6,332.48	\$2,401.95	\$3,930.53	\$14,104.43
	70000-5950-900	Gross Payroll - Salaried	\$49,214.25	\$18,935.13	\$7,428.26	\$11,506.87	\$60,721.12
	70000-5950-950	Gross Payroll - Salaried	\$15,017.57	\$6,068.43	\$1,982.80	\$4,085.63	\$19,103.20
	70010-5950-100	Gross Payroll - Hourly	\$93,109.63	\$32,612.08	\$13,041.75	\$19,570.33	\$112,679.96

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$39,300.31	\$17,926.74	\$6,823.97	\$11,102.77	\$50,403.08
	70010-5950-600	Gross Payroll - Hourly	\$21,236.41	\$8,351.17	\$2,877.45	\$5,473.72	\$26,710.13
	70010-5950-900	Gross Payroll - Hourly	\$200.71	\$105.86	\$44.73	\$61.13	\$261.84
	71000-5950-100	Payroll Tax - FICA	\$9,664.30	\$3,735.05	\$997.69	\$2,737.36	\$12,401.66
	71000-5950-200	Payroll Tax - FICA	\$3,115.77	\$1,384.47	\$522.04	\$862.43	\$3,978.20
	71000-5950-600	Payroll Tax - FICA	\$2,394.60	\$1,108.04	\$391.61	\$716.43	\$3,111.03
	71000-5950-900	Payroll Tax - FICA	\$3,235.58	\$1,336.23	\$571.69	\$764.54	\$4,000.12
	71000-5950-950	Payroll Tax - FICA	\$1,163.84	\$461.57	\$151.68	\$309.89	\$1,473.73
	71010-5950-100	Payroll Tax - UC	\$246.29	\$204.23	\$0.00	\$204.23	\$450.52
	71010-5950-200	Payroll Tax - UC	\$195.04	\$97.63	\$0.00	\$97.63	\$292.67
	71010-5950-600	Payroll Tax - UC	\$78.10	\$78.77	\$0.00	\$78.77	\$156.87
	71010-5950-900	Payroll Tax - UC	\$73.58	\$38.15	\$0.00	\$38.15	\$111.73
	71010-5950-950	Payroll Tax - UC	\$33.91	\$23.47	\$0.00	\$23.47	\$57.38
	71020-5950-100	Payroll Tax - WC	\$2,378.30	\$602.29	\$0.00	\$602.29	\$2,980.59
	71020-5950-200	Payroll Tax - WC	\$657.59	\$214.79	\$0.00	\$214.79	\$872.38
	71020-5950-600	Payroll Tax - WC	\$532.21	\$191.20	\$0.00	\$191.20	\$723.41
	71020-5950-900	Payroll Tax - WC	\$872.73	\$228.73	\$0.00	\$228.73	\$1,101.46
	71020-5950-950	Payroll Tax - WC	\$278.13	\$80.36	\$0.00	\$80.36	\$358.49
	71030-5950-100	Benefits	\$7,841.37	\$4,689.64	\$3,321.50	\$1,368.14	\$9,209.51
	71030-5950-200	Benefits	(\$180.41)	\$536.02	\$651.00	(\$114.98)	(\$295.39)
	71030-5950-600	Benefits	\$2,644.51	\$1,228.92	\$610.78	\$618.14	\$3,262.65
	71030-5950-900	Benefits	\$11,758.72	\$5,148.03	\$2,180.95	\$2,967.08	\$14,725.80
	71030-5950-950	Benefits	\$188.39	\$293.11	\$239.14	\$53.97	\$242.36
	80110-5950-200	Cart Supplies	\$346.10	\$201.42	\$0.00	\$201.42	\$547.52
	80120-5950-100	Chemicals	\$2,358.47	\$0.00	\$0.00	\$0.00	\$2,358.47
	80170-5950-100	Course Accessories	\$1,545.26	\$350.09	\$0.00	\$350.09	\$1,895.35
	80230-5950-100	Fertilizer	\$16,066.41	\$3,541.90	\$0.00	\$3,541.90	\$19,608.31
	80250-5950-100	Flowers/Decor	\$787.26	\$0.00	\$0.00	\$0.00	\$787.26
	80270-5950-100	Fuel	\$6,317.88	\$784.62	\$0.00	\$784.62	\$7,102.50
	80280-5950-100	Fungicides	\$991.92	\$275.00	\$0.00	\$275.00	\$1,266.92
	80320-5950-100	Herbicides	\$4,708.44	\$14,548.36	\$0.00	\$14,548.36	\$19,256.80
	80370-5950-100	Insecticides	\$245.19	\$0.00	\$0.00	\$0.00	\$245.19
	80380-5950-900	Janitorial Supplies	\$1,869.13	\$1,394.25	\$0.00	\$1,394.25	\$3,263.38
	80420-5950-900	Laundry/Uniforms	\$1,266.08	\$64.70	\$0.00	\$64.70	\$1,330.78
	80520-5950-900	Office Supplies	\$3,077.22	\$685.68	\$51.10	\$634.58	\$3,711.80
	80610-5950-220	Range Balls	\$2,042.14	\$3,750.00	\$0.00	\$3,750.00	\$5,792.14
	80620-5950-220	Range Equipment	\$671.81	\$0.00	\$0.00	\$0.00	\$671.81
	80630-5950-220	Range Expenses	\$624.61	\$207.00	\$0.00	\$207.00	\$831.61
	80690-5950-100	Sand/Topdress	\$3,793.21	\$1,167.80	\$0.00	\$1,167.80	\$4,961.01
	80710-5950-100	Seeds/Trees	\$5,560.00	\$0.00	\$0.00	\$0.00	\$5,560.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$249.81	\$11.24	\$0.00	\$11.24	\$261.05
	80780-5950-200	Supplies	\$2,537.17	\$0.00	\$0.00	\$0.00	\$2,537.17
	80780-5950-600	Supplies	\$2,356.37	\$137.29	\$0.00	\$137.29	\$2,493.66
	80810-5950-600	Tournament Expense	\$46.59	\$0.00	\$0.00	\$0.00	\$46.59
	81010-5950-900	Alarm System	\$807.46	\$120.50	\$0.00	\$120.50	\$927.96
	81090-5950-200	Cart Repairs	\$271.19	\$1,074.34	\$0.00	\$1,074.34	\$1,345.53
	81130-5950-900	Computer Service	\$1,217.18	\$1,002.82	\$0.00	\$1,002.82	\$2,220.00
	81140-5950-900	Contract Cleaning	\$2,643.40	\$650.00	\$0.00	\$650.00	\$3,293.40
	81200-5950-900	Guest Relations	\$8,235.00	\$0.00	\$0.00	\$0.00	\$8,235.00
	81220-5950-600	Handicap Expense	\$256.00	\$5,778.00	\$0.00	\$5,778.00	\$6,034.00
	81250-5950-100	Irrigation	\$3,069.20	\$1,100.00	\$175.00	\$925.00	\$3,994.20
	81340-5950-100	Repair & Maint - Paths	\$0.00	\$171.47	\$0.00	\$171.47	\$171.47
	81350-5950-100	Repair & Maint - Equipment	\$9,022.20	\$1,998.71	\$80.44	\$1,918.27	\$10,940.47
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$64.00	\$235.95	\$0.00	\$235.95	\$299.95
	81360-5950-100	Repair & Maint - Building	\$704.49	\$0.00	\$0.00	\$0.00	\$704.49
	81360-5950-900	Repair & Maint - Building	\$1,052.03	\$110.88	\$0.00	\$110.88	\$1,162.91
	82000-5950-200	Cart Lease	\$34,308.00	\$8,577.00	\$0.00	\$8,577.00	\$42,885.00
	82020-5950-100	Equipment Lease	\$28,560.00	\$7,140.00	\$0.00	\$7,140.00	\$35,700.00

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82060-5950-900	Off-Site Storage	\$824.00	\$206.00	\$0.00	\$206.00	\$1,030.00
	83000-5950-100	Utilities - Electric	\$1,122.61	\$272.24	\$0.00	\$272.24	\$1,394.85
	83000-5950-200	Utilities - Electric	\$2,336.58	\$699.81	\$0.00	\$699.81	\$3,036.39
	83020-5950-100	Utilities - Other	\$6,138.62	\$1,477.99	\$0.00	\$1,477.99	\$7,616.61
	83020-5950-900	Utilities - Other	\$7,595.19	\$2,423.14	\$245.93	\$2,177.21	\$9,772.40
	83030-5950-900	Utilities - Telephone/Fax	\$797.04	\$589.97	\$346.31	\$243.66	\$1,040.70
	83050-5950-100	Utilities - Water	\$959.31	\$220.12	\$0.00	\$220.12	\$1,179.43
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,868.62	\$112.46	\$0.00	\$112.46	\$4,981.08
	85020-5950-900	Bank Charges	\$1,314.26	\$421.52	\$0.00	\$421.52	\$1,735.78
	85050-5950-900	Cash Short/(Over)	(\$184.75)	\$103.54	\$290.43	(\$186.89)	(\$371.64)
	85060-5950-900	Cell Phone	\$960.00	\$240.00	\$0.00	\$240.00	\$1,200.00
	85070-5950-900	City Surcharge R & R	\$12,623.66	\$4,441.06	\$0.00	\$4,441.06	\$17,064.72
	85120-5950-900	Credit Card Discounts	\$14,359.06	\$5,131.58	\$53.92	\$5,077.66	\$19,436.72
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$2,037.00	\$0.00	\$0.00	\$0.00	\$2,037.00
	85160-5950-100	Education & Training	\$430.00	\$80.00	\$0.00	\$80.00	\$510.00
	85190-5950-100	Employee Relations	\$178.05	\$0.00	\$0.00	\$0.00	\$178.05
	85190-5950-900	Employee Relations	\$927.27	\$966.31	\$1,210.05	(\$243.74)	\$683.53
	85200-5950-100	Employee Testing	\$34.01	\$31.60	\$0.00	\$31.60	\$65.61
	85200-5950-150	Employee Testing	\$31.60	\$0.00	\$31.60	(\$31.60)	\$0.00
	85280-5950-900	Insurance Expense	\$30,700.48	\$7,675.12	\$0.00	\$7,675.12	\$38,375.60
	85320-5950-900	Member Relations	(\$435.92)	\$3,152.30	\$3,998.48	(\$846.18)	(\$1,282.10)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$13,500.00	\$2,000.00	\$0.00	\$2,000.00	\$15,500.00
	85480-5950-900	Payroll Processing Fee	\$1,630.20	\$462.44	\$0.00	\$462.44	\$2,092.64
	85490-5950-900	Postage/Shipping	\$837.68	\$206.34	\$27.66	\$178.68	\$1,016.36
	85610-5950-900	Tax/Licenses/Fees	(\$50.01)	\$0.00	\$30.00	(\$30.00)	(\$80.01)
	85710-5950-900	Travel - Meals	\$111.82	\$134.15	\$0.00	\$134.15	\$245.97
	85720-5950-900	Travel - Other	\$8,103.02	\$1,683.65	\$0.00	\$1,683.65	\$9,786.67
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$25,473.85	\$6,400.00	\$0.00	\$6,400.00	\$31,873.85
	98020-5950-900	Deprec - Mach & Equip	\$92.48	\$23.12	\$0.00	\$23.12	\$115.60
	98040-5950-900	Deprec - Buildings	\$289.64	\$72.41	\$0.00	\$72.41	\$362.05
	R002A-5950-100	Rounds - Annual	9,706.00	413.00	0.00	413.00	10,119.00
	R003A-5950-100	Rounds - Group	12,208.00	850.00	0.00	850.00	13,058.00
	R005A-5950-100	Rounds - Green Fee - Hotel	42.00	0.00	0.00	0.00	42.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,354.00	23.00	0.00	23.00	1,377.00
	R007A-5950-100	Rounds - Green Fee - League	13,408.00	563.00	0.00	563.00	13,971.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	4,300.00	591.00	0.00	591.00	4,891.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	523.00	15.00	0.00	15.00	538.00
	R012A-5950-100	Rounds - Green Fee - Outing	6,806.00	198.00	0.00	198.00	7,004.00
	R014A-5950-100	Rounds - Resident	42,147.00	1,805.00	0.00	1,805.00	43,952.00
	R015A-5950-100	Rounds - Green Fee - Senior	15,987.00	803.00	0.00	803.00	16,790.00
	R016A-5950-100	Rounds - Green Fee - Staff	3,570.00	144.00	0.00	144.00	3,714.00
	R017A-5950-100	Rounds - Green Fee - Trade	2,630.00	109.00	0.00	109.00	2,739.00
	R018A-5950-100	Rounds - Green Fee - Twilight	21.00	10.00	0.00	10.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	222.00	5.00	0.00	5.00	227.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			165	\$0.00	\$881,433.41	\$881,433.41	\$0.00

The Golf Club at Cypress Head

For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
202,988	161,723	126%	174,388	116%	Green Fees & Cart Fees	753,911	682,829	110%	680,881	111%	1,525,011	1,630,845
31,512	6,300	500%	6,292	501%	Merchandise	86,776	42,500	204%	42,599	204%	110,100	169,868
6,604	4,650	142%	4,508	146%	Other Pro Shop	15,170	11,010	138%	10,933	139%	20,520	28,155
7,757	5,000	155%	5,084	153%	Range	25,512	23,600	108%	23,651	108%	52,400	53,457
4,441	4,000	111%	4,049	110%	Other Operating Revenues	17,065	17,100	100%	17,425	98%	38,100	39,725
253,302	181,673	139%	194,320	130%	TOTAL REVENUE	898,433	777,039	116%	775,490	116%	1,746,131	1,922,050
COST OF SALES												
23,645	4,032	586%	4,399	538%	Merchandise	62,705	27,200	231%	27,835	225%	70,464	113,812
23,645	4,032	586%	4,399	538%	TOTAL COGS	62,705	27,200	231%	27,835	225%	70,464	113,812
75.0%	64.0%	117.2%	69.9%	107.3%	COGS - Merchandise %	72.3%	64.0%	112.9%	65.3%	110.6%	64.0%	767.6%
PAYROLL												
41,235	36,397	113%	35,263	117%	Course and Grounds	191,638	188,236	102%	176,683	108%	452,813	445,542
12,163	8,277	147%	8,367	145%	Carts, Range, Starters, Etc.	55,251	44,486	124%	43,622	127%	107,804	119,691
11,009	7,393	149%	6,803	162%	Pro Shop	48,069	39,233	123%	35,412	136%	96,444	100,064
15,567	14,534	107%	10,642	146%	General and Administrative	80,922	72,330	112%	64,332	126%	176,060	175,258
4,553	4,282	106%	5,532	82%	Marketing	21,235	21,039	101%	23,013	92%	51,481	57,013
84,526	70,883	119%	66,607	127%	TOTAL PAYROLL	397,114	365,324	109%	343,061	116%	884,602	897,568
OPERATING EXPENSES												
32,884	25,671	128%	20,882	157%	Course and Grounds	126,251	128,905	98%	104,162	121%	342,652	329,061
14,510	7,550	192%	6,280	231%	Carts, Range, Starters, Etc.	60,847	35,050	174%	28,191	216%	82,450	97,501
5,915	4,550	130%	4,304	137%	Pro Shop	8,574	5,375	160%	4,734	181%	7,575	14,913
27,848	22,305	125%	23,562	118%	General and Administrative	143,753	117,086	123%	113,575	127%	250,742	298,897
112	1,000	11%	873	13%	Marketing	4,981	8,000	62%	7,841	64%	23,400	21,026
81,269	61,076	133%	55,900	145%	TOTAL OPERATING EXPENSES	344,406	294,416	117%	258,503	133%	706,819	761,398
189,441	135,991	139%	126,906	149%	TOTAL EXPENSES	804,226	686,940	117%	629,399	128%	1,661,885	1,772,778
63,861	45,682	140%	67,413	95%	EBITDA	94,207	90,099	105%	146,091	64%	84,246	149,272

The Golf Club at Cypress Head

For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
63,861	45,682	140%	67,413	95%	EBITDA	94,207	90,099	105%	146,091	64%	84,246	149,272
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(31,874)	(32,170)	99%	(31,537)	101%	(77,208)	(76,152)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(478)	(478)	100%	(478)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(478)	(478)	100%	(478)	100%	(1,146)	(1,146)
57,366	39,152	147%	61,011	94%	NET INCOME	61,856	57,452	108%	114,076	54%	5,892	71,973
4,848	3,890	125%	4,373	111%	Paid Rounds	18,405	15,895	116%	18,501	99%	37,780	42,633
413	327	126%	443	93%	Annual Pass Rounds	1,695	1,658	102%	1,924	88%	4,748	4,177
268	207	129%	243	110%	Other Rounds	1,212	1,098	110%	1,290	94%	2,636	2,958
5,529	4,424	125%	5,059	109%	Total Rounds	21,312	18,651	114%	21,715	98%	45,164	49,768
52	47	112%	44	118%	Revenue/Paid Rounds	49	49	100%	42	116%	46	533
46	41	112%	38	119%	Revenue/Total Rounds	42	42	101%	36	118%	39	455

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
138,682	110,583	125%	112,399	123%	Green Fees	504,121	461,819	109%	423,189	119%	990,571	1,059,458
64,306	51,140	126%	61,988	104%	Cart Fee	249,789	221,010	113%	257,692	97%	534,440	571,387
3,404	3,400	100%	3,320	103%	Handicap Fee	3,999	3,960	101%	3,875	103%	4,130	5,149
2,205	950	232%	958	230%	Lessons	8,576	5,750	149%	5,788	148%	13,590	18,561
995	300	332%	230	433%	Rental Clubs	2,595	1,300	200%	1,270	204%	2,800	4,445
31,512	6,300	500%	6,292	501%	Retail	86,776	42,500	204%	42,599	204%	110,100	169,868
7,757	5,000	155%	5,084	153%	Range	25,512	23,600	108%	23,651	108%	52,400	53,457
4,441	4,000	111%	4,049	110%	City Surcharge R & R	17,065	17,100	100%	17,425	98%	38,100	39,725
253,302	181,673	139%	194,320	130%	Total Revenues	898,433	777,039	116%	775,490	116%	1,746,131	1,922,050
COST OF GOODS SOLD												
23,645	4,032	586%	4,399	538%	COGS - Merchandise	62,705	27,200	231%	27,835	225%	70,464	113,812
23,645	4,032	586%	4,399	538%	Total COGS	62,705	27,200	231%	27,835	225%	70,464	113,812
229,657	177,641	129%	189,921	121%	GROSS MARGIN	835,728	749,839	111%	747,655	112%	1,675,667	1,808,238
75.03%	64.00%	117.24%	69.91%	107.33%	COGS - Merchandise %	72.26%	64.00%	112.91%	65.34%	110.59%	64.00%	767.62%
PAYROLL												
36,276	25,573	142%	24,035	151%	Gross Payroll - Salaried	147,844	127,630	116%	118,942	124%	309,850	328,475
36,208	32,871	110%	34,567	105%	Gross Payroll - Hourly	190,055	177,476	107%	171,252	111%	430,230	432,962
72,484	58,444	124%	58,602	124%	S/T Wages	337,899	305,106	111%	290,194	116%	740,080	761,437
5,391	4,471	121%	4,297	125%	Payroll Tax - FICA	24,965	23,341	107%	21,417	117%	56,616	56,242
442	1,596	28%	741	60%	Payroll Tax - UC	1,069	4,750	23%	1,761	61%	9,197	1,800
1,317	1,150	115%	1,122	117%	Payroll Tax - WC	6,036	6,003	101%	5,262	115%	14,988	14,713
4,892	5,223	94%	1,845	265%	Benefits	27,145	26,125	104%	24,427	111%	63,721	63,375
12,043	12,439	97%	8,005	150%	S/T Adders	59,215	60,218	98%	52,867	112%	144,522	136,131
84,526	70,883	119%	66,607	127%	TOTAL PAYROLL	397,114	365,324	109%	343,061	116%	884,602	897,568
OPERATING EXPENSES												
201	100	201%	178	113%	Cart Supplies	548	500	110%	1,128	49%	1,200	1,592
0	600	0%	850	0%	Chemicals	2,358	3,000	79%	3,536	67%	7,200	6,849
350	100	350%	60	587%	Course Accessories	1,895	2,200	86%	2,320	82%	4,250	3,560
3,542	1,500	236%	14,499	24%	Fertilizer	19,608	19,600	100%	24,514	80%	58,500	54,405
0	0	0%	0	0%	Flowers/Decor	787	900	87%	515	153%	900	787
785	1,800	44%	744	106%	Fuel	7,103	8,700	82%	6,570	108%	19,900	22,213
275	600	46%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
14,548	5,500	265%	0	0%	Herbicides	19,257	11,300	170%	4,396	438%	33,700	29,480
0	600	0%	0	0%	Insecticides	245	1,600	15%	713	34%	13,100	11,676
1,394	550	254%	545	256%	Janitorial Supplies	3,263	3,850	85%	3,882	84%	8,000	6,808
65	100	65%	36	179%	Laundry/Uniforms	1,331	1,500	89%	924	144%	2,200	1,926
635	250	254%	372	171%	Office Supplies	3,712	2,250	165%	2,259	164%	4,200	6,131
3,750	0	0%	0	0%	Range Balls	5,792	1,800	322%	1,760	329%	3,600	7,552
0	800	0%	0	0%	Range Equipment	672	1,050	64%	226	297%	1,050	1,533
207	500	41%	511	41%	Range Expenses	832	950	88%	971	86%	2,100	1,489
1,168	1,300	90%	1,210	97%	Sand/Topdress	4,961	4,600	108%	3,465	143%	15,200	11,766
0	1,000	0%	(700)	0%	Seeds/Trees	5,560	9,200	60%	4,115	135%	15,200	10,360
0	0	0%	0	0%	Small Tools	493	600	82%	519	95%	3,200	1,818
11	0	0%	0	0%	Staff/Volunteer Uniforms	261	0	0%	0	0%	0	261
137	0	0%	0	0%	Supplies	5,031	0	0%	0	0%	200	8,893
0	50	0%	0	0%	Tournament Expense	47	250	19%	98	47%	600	192
121	250	48%	676	18%	Alarm System	928	1,250	74%	1,235	75%	3,000	1,761
1,074	50	2149%	0	0%	Cart Repairs	1,346	250	538%	344	391%	1,200	1,979
1,003	160	627%	160	627%	Computer Service	2,220	800	278%	799	278%	1,920	3,339
650	650	100%	812	80%	Contract Cleaning	3,293	3,250	101%	3,248	101%	7,800	7,543
0	0	0%	0	0%	Guest Relations	8,235	0	0%	0	0%	0	8,235
5,778	4,400	131%	4,304	134%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
925	1,100	84%	525	176%	Irrigation	3,994	5,500	73%	3,466	115%	13,200	11,745
0	50	0%	0	0%	Lesson Expense	0	250	0%	0	0%	1,000	350
171	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
2,154	1,600	135%	1,417	152%	Repair & Maint - Equipment	14,440	8,500	170%	6,506	222%	19,800	37,784
111	150	74%	212	52%	Repair & Maint - Building	1,867	3,150	59%	3,189	59%	9,850	10,477
8,577	5,200	165%	4,493	191%	Cart Lease	42,885	26,000	165%	18,632	230%	62,400	68,281
7,140	7,671	93%	172	4163%	Equipment Lease	35,700	38,355	93%	30,864	116%	92,052	92,259
206	206	100%	0	0%	Off-Site Storage	1,030	1,030	100%	704	146%	2,472	2,363
972	1,150	85%	1,338	73%	Utilities - Electric	4,431	5,750	77%	6,274	71%	13,800	12,792
3,655	3,800	96%	3,425	107%	Utilities - Other	17,389	19,000	92%	17,151	101%	45,600	46,500
244	200	122%	0	0%	Utilities - Telephone/Fax	1,041	1,000	104%	721	144%	2,400	2,533
220	200	110%	212	104%	Utilities - Water	1,179	1,200	98%	1,164	101%	2,600	2,705
112	1,000	11%	873	13%	Advertising & Promotion	4,981	8,000	62%	7,841	64%	23,400	21,026
422	400	105%	321	131%	Bank Charges	1,736	2,000	87%	1,728	100%	4,800	4,155
(187)	0	0%	55	-343%	Cash Short/(Over)	(372)	0	0%	(98)	380%	0	(911)
240	240	100%	200	120%	Cell Phone	1,200	1,200	100%	1,000	120%	2,880	2,600
4,441	4,049	110%	4,049	110%	City Surcharge R & R	17,065	17,426	98%	17,425	98%	38,940	39,725

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
5,078	3,600	141%	3,618	140%	Credit Card Discounts	19,437	18,100	107%	18,073	108%	36,500	43,939
0	0	0%	(5)	0%	Donations	(10)	0	0%	(5)	200%	0	568
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
80	0	0%	0	0%	Education & Training	510	400	128%	400	128%	550	510
(244)	100	-244%	528	-46%	Employee Relations	862	1,450	59%	828	104%	2,150	434
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
7,675	6,700	115%	6,130	125%	Insurance Expense	38,376	33,500	115%	30,648	125%	80,400	86,022
(846)	50	-1692%	2,448	-35%	Member Relations	(1,282)	250	-513%	2,448	-52%	600	(1,239)
0	0	0%	0	0%	Miscellaneous	8	0	0%	0	0%	0	2,089
2,000	1,000	200%	1,000	200%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,800
462	350	132%	498	93%	Payroll Processing Fee	2,093	1,900	110%	2,074	101%	4,350	5,101
179	300	60%	152	118%	Postage/Shipping	1,016	850	120%	917	111%	1,750	2,821
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(80)	0	0%	(150)	53%	150	(50)
134	1,000	13%	13	998%	Travel - Meals	246	1,400	18%	1,088	23%	2,100	273
1,684	100	1684%	0	0%	Travel - Other	9,787	500	1957%	972	1006%	1,200	12,106
0	0	0%	0	0%	Employee Meals	25	0	0%	0	0%	0	45
81,269	61,076	133%	55,900	145%	TOTAL OPERATING EXPENSES	344,406	294,416	117%	258,503	133%	706,819	761,398
63,861	45,682	140%	67,413	95%	EBITDA	94,207	90,099	105%	146,091	64%	84,246	149,272
6,400	6,434	99%	6,307	101%	Management Fee	31,874	32,170	99%	31,537	101%	77,208	76,152
6,400	6,434	99%	6,307	101%	Management Fees	31,874	32,170	99%	31,537	101%	77,208	76,152
23	23	100%	23	100%	Deprec - Mach & Equip	116	116	100%	116	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	362	362	100%	362	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	478	478	100%	478	100%	1,146	1,146
53,366	39,152	147%	61,011	94%	NET INCOME	61,856	57,452	108%	114,076	54%	5,892	71,973

The Golf Club at Cypress Head
Course & Grounds
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
138,682	110,583	125%	112,399	123%	Green Fees	504,121	461,819	109%	423,189	119%	990,571	1,059,458
4,441	4,000	111%	4,049	110%	City Surcharge R & R	17,065	17,100	100%	17,425	98%	38,100	39,725
143,123	114,583	125%	116,448	123%	Total Revenues	521,186	478,919	109%	440,615	118%	1,028,671	1,099,183
143,123	114,583	125%	116,448	123%	GROSS MARGIN	521,186	478,919	109%	440,615	118%	1,028,671	1,099,183
					PAYROLL							
16,753	11,047	152%	10,113	166%	Gross Payroll - Salaried	53,915	55,235	98%	48,812	110%	132,564	127,756
19,570	19,551	100%	21,201	92%	Gross Payroll - Hourly	112,680	105,434	107%	102,168	110%	254,858	254,592
36,323	30,598	119%	31,315	116%	S/T Wages	166,595	160,669	104%	150,980	110%	387,422	382,348
2,737	2,341	117%	2,271	121%	Payroll Tax - FICA	12,402	12,291	101%	11,093	112%	29,638	28,195
204	844	24%	396	52%	Payroll Tax - UC	451	2,049	22%	825	55%	3,376	738
602	602	100%	599	101%	Payroll Tax - WC	2,981	3,161	94%	2,713	110%	7,845	7,423
1,368	2,013	68%	682	201%	Benefits	9,210	10,065	91%	11,071	83%	24,532	26,838
4,912	5,799	85%	3,948	124%	S/T Adders	25,042	27,566	91%	25,702	97%	65,391	63,194
41,235	36,397	113%	35,263	117%	TOTAL PAYROLL	191,638	188,236	102%	176,683	108%	452,813	445,542
					OPERATING EXPENSES							
0	600	0%	850	0%	Chemicals	2,358	3,000	79%	3,536	67%	7,200	6,849
350	100	350%	60	587%	Course Accessories	1,895	2,200	86%	2,320	82%	4,250	3,560
3,542	1,500	236%	14,499	24%	Fertilizer	19,608	19,600	100%	24,514	80%	58,500	54,405
0	0	0%	0	0%	Flowers/Decor	787	900	87%	515	153%	900	787
785	1,800	44%	744	106%	Fuel	7,103	8,700	82%	6,570	108%	19,900	22,213
275	600	46%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
14,548	5,500	265%	0	0%	Herbicides	19,257	11,300	170%	4,396	438%	33,700	29,480
0	600	0%	0	0%	Insecticides	245	1,600	15%	713	34%	13,100	11,676
1,168	1,300	90%	1,210	97%	Sand/Topdress	4,961	4,600	108%	3,465	143%	15,200	11,766
0	1,000	0%	(700)	0%	Seeds/Trees	5,560	9,200	60%	4,115	135%	15,200	10,360
0	0	0%	0	0%	Small Tools	493	600	82%	519	95%	3,200	1,818
11	0	0%	0	0%	Staff/Volunteer Uniforms	261	0	0%	0	0%	0	261
925	1,100	84%	525	176%	Irrigation	3,994	5,500	73%	3,466	115%	13,200	11,745
171	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
1,918	1,600	120%	1,417	135%	Repair & Maint - Equipment	10,940	8,000	137%	6,001	182%	19,200	30,460
0	0	0%	0	0%	Repair & Maint - Building	704	150	470%	152	463%	3,150	2,686
7,140	7,671	93%	172	4163%	Equipment Lease	35,700	38,355	93%	30,864	116%	92,052	92,259
272	250	109%	241	113%	Utilities - Electric	1,395	1,250	112%	1,144	122%	3,000	3,454
1,478	1,800	82%	1,654	89%	Utilities - Other	7,617	9,000	85%	8,119	94%	21,600	21,209
220	200	110%	212	104%	Utilities - Water	1,179	1,200	98%	1,164	101%	2,600	2,705
80	0	0%	0	0%	Education & Training	510	400	128%	400	128%	550	510
0	50	0%	0	0%	Employee Relations	178	250	71%	0	0%	600	225
32	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,800	5,800
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	150	165
32,916	25,671	128%	20,882	158%	TOTAL OPERATING EXPENSES	126,251	128,905	98%	104,162	121%	342,652	329,061
68,972	52,515	131%	60,303	114%	EBITDA	203,297	161,778	126%	159,770	127%	233,206	324,581
68,972	52,515	131%	60,303	114%	NET INCOME	203,297	161,778	126%	159,770	127%	233,206	324,581

The Golf Club at Cypress Head
Maintenance
For the Five Months Ending February 28, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
					OPERATING EXPENSES							
(32)	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	0	0
(32)	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	0	0%	0	0
32	0	0%	0	0%	EBITDA	0	0	0%	0	0%	0	0
32	0	0%	0	0%	NET INCOME	0	0	0%	0	0%	0	0

The Golf Club at Cypress Head
Carts
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
64,306	51,140	126%	61,988	104%	Cart Fee	249,789	221,010	113%	257,692	97%	534,440	571,387
64,306	51,140	126%	61,988	104%	Total Revenues	249,789	221,010	113%	257,692	97%	534,440	571,387
64,306	51,140	126%	61,988	104%	GROSS MARGIN	249,789	221,010	113%	257,692	97%	534,440	571,387
					PAYROLL							
11,103	7,304	152%	7,476	149%	Gross Payroll - Hourly	50,403	39,389	128%	39,312	128%	95,213	108,243
11,103	7,304	152%	7,476	149%	S/T Wages	50,403	39,389	128%	39,312	128%	95,213	108,243
862	559	154%	620	139%	Payroll Tax - FICA	3,978	3,013	132%	3,142	127%	7,284	8,797
98	271	36%	132	74%	Payroll Tax - UC	293	1,308	22%	459	64%	3,380	857
215	144	149%	139	155%	Payroll Tax - WC	872	775	113%	709	123%	1,928	2,081
(115)	0	0%	0	0%	Benefits	(295)	0	0%	0	0%	0	(287)
1,060	973	109%	891	119%	S/T Adders	4,848	5,097	95%	4,310	112%	12,591	11,448
12,163	8,277	147%	8,367	145%	TOTAL PAYROLL	55,251	44,486	124%	43,622	127%	107,804	119,691
					OPERATING EXPENSES							
201	100	201%	178	113%	Cart Supplies	548	500	110%	1,128	49%	1,200	1,592
0	0	0%	0	0%	Supplies	2,537	0	0%	0	0%	0	2,537
1,074	50	2149%	0	0%	Cart Repairs	1,346	250	538%	344	391%	1,200	1,979
8,577	5,200	165%	4,493	191%	Cart Lease	42,885	26,000	165%	18,632	230%	62,400	68,281
700	900	78%	1,098	64%	Utilities - Electric	3,036	4,500	67%	5,130	59%	10,800	9,338
10,553	6,250	169%	5,769	183%	TOTAL OPERATING EXPENSES	50,352	31,250	161%	25,234	200%	75,600	83,727
41,591	36,613	114%	47,852	87%	EBITDA	144,187	145,274	99%	188,836	76%	351,036	367,969
41,591	36,613	114%	47,852	87%	NET INCOME	144,187	145,274	99%	188,836	76%	351,036	367,969

The Golf Club at Cypress Head
Range
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
7,757	5,000	155%	5,084	153%	REVENUES							
7,757	5,000	155%	5,084	153%	Range	25,512	23,600	108%	23,651	108%	52,400	53,457
7,757	5,000	155%	5,084	153%	Total Revenues	25,512	23,600	108%	23,651	108%	52,400	53,457
7,757	5,000	155%	5,084	153%	GROSS MARGIN	25,512	23,600	108%	23,651	108%	52,400	53,457
3,750	0	0%	0	0%	OPERATING EXPENSES							
0	800	0%	0	0%	Range Balls	5,792	1,800	322%	1,760	329%	3,600	7,552
207	500	41%	511	41%	Range Equipment	672	1,050	64%	226	297%	1,050	1,533
0	0	0%	0	0%	Range Expenses	832	950	88%	971	86%	2,100	1,489
3,957	1,300	304%	511	774%	Repair & Maint - Equipment	3,200	0	0%	0	0%	100	3,200
3,957	1,300	304%	511	774%	TOTAL OPERATING EXPENSES	10,496	3,800	276%	2,957	355%	6,850	13,774
3,800	3,700	103%	4,573	83%	EBITDA	15,016	19,800	76%	20,694	73%	45,550	39,683
3,800	3,700	103%	4,573	83%	NET INCOME	15,016	19,800	76%	20,694	73%	45,550	39,683

The Golf Club at Cypress Head
Golf Shop
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
3,404	3,400	100%	3,320	103%	Handicap Fee	3,999	3,960	101%	3,875	103%	4,130	5,149
2,205	950	232%	958	230%	Lessons	8,576	5,750	149%	5,788	148%	13,590	18,561
995	300	332%	230	433%	Rental Clubs	2,595	1,300	200%	1,270	204%	2,800	4,445
31,512	6,300	500%	6,292	501%	Retail	86,776	42,500	204%	42,599	204%	110,100	169,868
38,116	10,950	348%	10,800	353%	Total Revenues	101,946	53,510	191%	53,532	190%	130,620	198,022
					COST OF GOODS SOLD							
23,645	4,032	586%	4,399	538%	COGS - Merchandise	62,705	27,200	231%	27,835	225%	70,464	113,812
23,645	4,032	586%	4,399	538%	Total COGS	62,705	27,200	231%	27,835	225%	70,464	113,812
14,471	6,918	209%	6,401	226%	GROSS MARGIN	39,241	26,310	149%	25,697	153%	60,156	84,211
75.03%	64.00%	117.24%	69.91%	107.33%	COGS - Merchandise %	72.26%	64.00%	112.91%	65.34%	110.59%	64.00%	767.62%
					PAYROLL							
3,931	0	0%	0	0%	Gross Payroll - Salaried	14,104	0	0%	0	0%	0	14,104
5,474	6,016	91%	5,890	93%	Gross Payroll - Hourly	26,710	32,653	82%	29,771	90%	80,159	69,866
9,404	6,016	156%	5,890	160%	S/T Wages	40,815	32,653	125%	29,771	137%	80,159	83,970
716	460	156%	451	159%	Payroll Tax - FICA	3,111	2,498	125%	2,277	137%	6,132	6,430
79	223	35%	95	83%	Payroll Tax - UC	157	551	28%	212	74%	1,484	343
191	118	162%	110	174%	Payroll Tax - WC	723	642	113%	556	130%	1,624	1,641
618	575	108%	257	241%	Benefits	3,263	2,889	113%	2,596	126%	7,045	7,680
1,605	1,377	117%	913	176%	S/T Adders	7,254	6,581	110%	5,641	129%	16,285	16,094
11,009	7,393	149%	6,803	162%	TOTAL PAYROLL	48,069	39,233	123%	35,412	136%	96,444	100,064
					OPERATING EXPENSES							
0	50	0%	0	0%	Office Supplies	0	250	0%	10	0%	600	266
137	0	0%	0	0%	Supplies	2,494	0	0%	0	0%	200	6,356
0	50	0%	0	0%	Tournament Expense	47	250	19%	98	47%	600	192
5,778	4,400	131%	4,304	134%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
0	50	0%	0	0%	Lesson Expense	0	250	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	97	0%	0	947
5,915	4,550	130%	4,304	137%	TOTAL OPERATING EXPENSES	8,574	5,375	160%	4,734	181%	7,575	14,913
(2,453)	(5,025)	49%	(4,705)	52%	EBITDA	(17,402)	(18,298)	95%	(14,448)	120%	(43,863)	(30,767)
(2,453)	(5,025)	49%	(4,705)	52%	NET INCOME	(17,402)	(18,298)	95%	(14,448)	120%	(43,863)	(30,767)

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
11,507	10,785	107%	9,651	119%	Gross Payroll - Salaried	60,721	53,686	113%	51,822	117%	131,217	137,654
61	0	0%	0	0%	Gross Payroll - Hourly	262	0	0%	0	0%	0	262
11,568	10,785	107%	9,651	120%	S/T Wages	60,983	53,686	114%	51,822	118%	131,217	137,916
765	825	93%	660	116%	Payroll Tax - FICA	4,000	4,107	97%	3,614	111%	10,038	9,342
38	119	32%	64	59%	Payroll Tax - UC	112	519	22%	178	63%	519	(196)
229	212	108%	190	120%	Payroll Tax - WC	1,101	1,056	104%	945	117%	2,658	2,645
2,967	2,593	114%	77	3859%	Benefits	14,726	12,961	114%	7,773	189%	31,628	25,551
3,999	3,749	107%	991	404%	S/T Adders	19,939	18,644	107%	12,510	159%	44,843	37,342
15,567	14,534	107%	10,642	146%	TOTAL PAYROLL	80,922	72,330	112%	64,332	126%	176,060	175,258
OPERATING EXPENSES												
1,394	550	254%	545	256%	Janitorial Supplies	3,263	3,850	85%	3,882	84%	8,000	6,808
65	100	65%	36	179%	Laundry/Uniforms	1,331	1,500	89%	924	144%	2,200	1,926
635	200	317%	372	171%	Office Supplies	3,712	2,000	186%	2,249	165%	3,600	5,864
121	250	48%	676	18%	Alarm System	928	1,250	74%	1,235	75%	3,000	1,761
1,003	160	627%	160	627%	Computer Service	2,220	800	278%	799	278%	1,920	3,339
650	650	100%	812	80%	Contract Cleaning	3,293	3,250	101%	3,248	101%	7,800	7,543
0	0	0%	0	0%	Guest Relations	8,235	0	0%	0	0%	0	8,235
236	0	0%	0	0%	Repair & Maint - Equipment	300	500	60%	506	59%	500	4,124
111	150	74%	212	52%	Repair & Maint - Building	1,163	3,000	39%	2,940	40%	6,700	6,844
206	206	100%	0	0%	Off-Site Storage	1,030	1,030	100%	704	146%	2,472	2,363
2,177	2,000	109%	1,772	123%	Utilities - Other	9,772	10,000	98%	9,032	108%	24,000	25,290
244	200	122%	0	0%	Utilities - Telephone/Fax	1,041	1,000	104%	721	144%	2,400	2,533
422	400	105%	321	131%	Bank Charges	1,736	2,000	87%	1,728	100%	4,800	4,155
(187)	0	0%	55	-343%	Cash Short/(Over)	(372)	0	0%	(98)	380%	0	(911)
240	240	100%	200	120%	Cell Phone	1,200	1,200	100%	1,000	120%	2,880	2,600
4,441	4,049	110%	4,049	110%	City Surcharge R & R	17,065	17,426	98%	17,425	98%	38,940	39,725
5,078	3,600	141%	3,618	140%	Credit Card Discounts	19,437	18,100	107%	18,073	108%	36,500	43,939
0	0	0%	(5)	0%	Donations	(10)	0	0%	(5)	200%	0	568
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
(244)	50	-487%	528	-46%	Employee Relations	684	1,200	57%	828	83%	1,550	209
7,675	6,700	115%	6,130	125%	Insurance Expense	38,376	33,500	115%	30,648	125%	80,400	86,022
(846)	50	-1692%	2,448	-35%	Member Relations	(1,282)	250	-513%	2,448	-52%	600	(1,239)
0	0	0%	0	0%	Miscellaneous	8	0	0%	0	0%	0	2,089
2,000	1,000	200%	1,000	200%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
462	350	132%	498	93%	Payroll Processing Fee	2,093	1,900	110%	2,074	101%	4,350	5,101
179	300	60%	152	118%	Postage/Shipping	1,016	850	120%	917	111%	1,750	2,821
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(80)	0	0%	(150)	53%	0	(215)
134	1,000	13%	13	998%	Travel - Meals	246	1,400	18%	1,088	23%	2,100	273
1,684	100	1684%	0	0%	Travel - Other	9,787	500	1957%	972	1006%	1,200	12,106
0	0	0%	0	0%	Employee Meals	25	0	0%	0	0%	0	45
27,848	22,305	125%	23,562	118%	TOTAL OPERATING EXPENSES	143,753	117,086	123%	113,575	127%	250,742	298,897
(43,415)	(36,839)	118%	(34,204)	127%	EBITDA	(224,675)	(189,416)	119%	(177,907)	126%	(426,802)	(474,156)
6,400	6,434	99%	6,307	101%	Management Fee	31,874	32,170	99%	31,537	101%	77,208	76,152
6,400	6,434	99%	6,307	101%	Management Fees	31,874	32,170	99%	31,537	101%	77,208	76,152
23	23	100%	23	100%	Deprec - Mach & Equip	116	116	100%	116	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	362	362	100%	362	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	478	478	100%	478	100%	1,146	1,146
(49,910)	(43,368)	115%	(40,607)	123%	NET INCOME	(257,026)	(222,064)	116%	(209,922)	122%	(505,156)	(551,454)

The Golf Club at Cypress Head
Marketing
For the Five Months Ending February 28, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
4,086	3,742	109%	4,270	96%	Gross Payroll - Salaried	19,103	18,709	102%	18,308	104%	46,070	48,960
4,086	3,742	109%	4,270	96%	S/T Wages	19,103	18,709	102%	18,308	104%	46,070	48,960
310	286	108%	295	105%	Payroll Tax - FICA	1,474	1,431	103%	1,292	114%	3,524	3,479
23	139	17%	53	44%	Payroll Tax - UC	57	322	18%	88	65%	438	57
80	74	109%	84	96%	Payroll Tax - WC	358	368	97%	339	106%	933	924
54	42	129%	830	7%	Benefits	242	209	116%	2,986	8%	516	3,593
468	540	87%	1,262	37%	S/T Adders	2,132	2,330	91%	4,705	45%	5,411	8,053
4,553	4,282	106%	5,532	82%	TOTAL PAYROLL	21,235	21,039	101%	23,013	92%	51,481	57,013
					OPERATING EXPENSES							
112	1,000	11%	873	13%	Advertising & Promotion	4,981	8,000	62%	7,841	64%	23,400	21,026
112	1,000	11%	873	13%	TOTAL OPERATING EXPENSES	4,981	8,000	62%	7,841	64%	23,400	21,026
(4,666)	(5,282)	88%	(6,405)	73%	EBITDA	(26,216)	(29,039)	90%	(30,855)	85%	(74,881)	(78,039)
(4,666)	(5,282)	88%	(6,405)	73%	NET INCOME	(26,216)	(29,039)	90%	(30,855)	85%	(74,881)	(78,039)

**The Golf Club at Cypress Head
Course Cash Flow Report
February 28, 2023**

	<u>February</u>	<u>YTD</u>
EBITDA	\$63,861.15	\$94,207.48
Management Fee Expense	(6,400.00)	(31,873.85)
Depreciation & Amortization	(95.53)	(477.65)
Net Income	57,365.62	61,855.98
Working Capital Changes		
Inventory	(12,887.89)	(58,668.18)
Receivables	5,293.79	93,565.65
Payables	2,494.51	80,478.57
Due to from the City	158.42	1,161.84
Prepays	21,295.86	18,382.19
Accrued Liabilities	5,681.52	40,602.24
Other Liabilities	(6,873.05)	(86,182.88)
Depreciation & Amortization	95.53	477.65
Operating Cash Flow	72,624.31	151,673.06
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>72,624.31</u>	<u>151,673.06</u>
Beginning Cash	334,481.99	255,433.24
Net Cash Flows	<u>72,624.31</u>	<u>151,673.06</u>
Ending Cash	<u>407,106.30</u>	<u>407,106.30</u>

The Golf Club at Cypress Head

For the Five Months Ending February 28, 2023

	<u>02/28/23</u>	<u>09/30/22</u>	<u>02/28/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	354,984	242,333	292,532
Cash - Payroll	50,772	11,750	33,511
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>407,106</u>	<u>255,433</u>	<u>327,393</u>
Accounts Receivable			
A/R Member	<u>244</u>	<u>93,810</u>	<u>1,650</u>
Total Accounts Recievable	<u>244</u>	<u>93,810</u>	<u>1,650</u>
Other Current Assets			
Inventory - Merchandise	79,846	21,177	31,673
Prepaid Insurance	15,225	38,909	11,821
Prepaid Exp - Other	<u>18,137</u>	<u>12,835</u>	<u>20,281</u>
Total Other Current Assets	<u>113,208</u>	<u>72,922</u>	<u>63,775</u>
TOTAL CURRENT ASSETS	<u>520,558</u>	<u>422,164</u>	<u>392,818</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(31,592)</u>	<u>(31,115)</u>	<u>(30,446)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,556</u>	<u>5,033</u>	<u>5,702</u>
TOTAL ASSETS	<u><u>525,114</u></u>	<u><u>427,198</u></u>	<u><u>398,520</u></u>

The Golf Club at Cypress Head

For the Five Months Ending February 28, 2023

	<u>02/28/23</u>	<u>09/30/22</u>	<u>02/28/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	108,418	27,940	79,059
Accts Pay - Other	123,992	122,830	(4,733)
Accrued Expenses	1,749	3,075	4,227
Accrued Payroll	54,352	22,112	39,604
Accrued Taxes	15,494	5,805	11,744
Deferred Revenue	<u>159,054</u>	<u>245,237</u>	<u>154,544</u>
TOTAL CURRENT LIABILITIES	<u>463,058</u>	<u>426,999</u>	<u>284,444</u>
 TOTAL LIABILITIES	 <u>463,058</u>	 <u>426,999</u>	 <u>284,444</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>62,055</u>	<u>199</u>	<u>114,076</u>
Net Retained Earnings	<u>62,055</u>	<u>199</u>	<u>114,076</u>
Stockholders Equity	<u>62,055</u>	<u>199</u>	<u>114,076</u>
TOTAL STOCKHOLDER'S EQUITY	<u>62,055</u>	<u>199</u>	<u>114,076</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>525,114</u></u>	 <u><u>427,198</u></u>	 <u><u>398,520</u></u>

The Golf Club at Cypress Head
For the Month Ending February 28, 2023

	02/28/22	03/31/22	04/30/22	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23
REVENUES													
Green Fees & Cart Fees	174,387.59	182,972.82	173,758.14	141,552.86	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87
Merchandise	6,291.91	18,267.01	13,066.12	15,134.23	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42
Other Pro Shop	4,508.00	1,799.00	1,125.00	1,976.00	3,905.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00
Range	5,083.52	5,383.38	4,817.50	4,512.00	3,733.68	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67
Other Operating Revenues	4,048.58	4,269.48	4,244.57	3,530.17	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06
TOTAL REVENUE	194,319.60	212,691.69	197,011.33	166,705.26	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02
COST OF SALES													
Merchandise	4,398.65	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30
TOTAL COGS	4,398.65	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30
COGS - Merchandise %	69.9%	75.5%	39.0%	82.1%	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%
PAYROLL													
Course and Grounds	35,263.11	41,963.35	35,481.09	34,468.36	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88
Carts, Range, Starters, Etc.	8,367.46	9,867.86	10,252.13	9,623.80	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64
Pro Shop	6,802.65	8,052.21	6,387.14	6,971.60	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,854.01	10,570.48	11,008.79
General and Administrative	10,642.11	13,486.78	12,643.91	12,937.87	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50
Marketing	5,532.05	5,541.28	4,090.93	6,733.56	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32
TOTAL PAYROLL	66,607.38	78,911.48	68,855.20	70,735.19	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13
OPERATING EXPENSES													
Course and Grounds	20,881.87	22,943.53	27,514.83	29,643.87	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10
Carts, Range, Starters, Etc.	6,279.93	5,791.82	7,305.48	4,919.14	5,245.82	4,226.77	4,372.60	4,791.98	9,137.25	12,405.83	11,790.97	13,003.55	14,508.57
Pro Shop	4,304.00	14.26	0.00	19.66	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29
General and Administrative	23,561.67	22,153.72	24,792.88	22,349.22	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02
Marketing	872.61	1,338.02	1,802.05	2,710.57	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46
TOTAL OPERATING EXPENSE	55,900.08	52,241.35	61,415.24	59,642.46	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44
TOTAL EXPENSES	126,906.11	144,948.98	135,366.45	142,802.66	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87
EBITDA	67,413.49	67,742.71	61,644.88	23,902.60	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15

For the Month Ending February 28, 2023

[illegible]



March 16, 2023

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for February 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING FEBRUARY 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 138,682	\$ 110,583	\$ 28,099		\$ 504,121	\$ 461,819	\$ 423,189	\$ 42,302
Cart Fees	\$ 64,306	\$ 51,140	\$ 13,166		\$ 249,789	\$ 221,010	\$ 257,692	\$ 28,779
Range	\$ 7,757	\$ 5,000	\$ 2,757		\$ 25,512	\$ 23,600	\$ 23,651	\$ 1,912
Pro- Shop Revenues	\$ 38,116	\$ 10,950	\$ 27,166		\$ 101,946	\$ 53,510	\$ 53,532	\$ 48,436
City Surcharge R/R	\$ 4,441	\$ 4,000	\$ 441		\$ 17,065	\$ 17,100	\$ 17,425	\$ (35)
Total Revenue	\$ 253,302	\$ 181,673	\$ 71,629		\$ 898,433	\$ 777,039	\$ 775,489	\$ 121,394
Cost of Sales	\$ 23,645	\$ 4,032	\$ 19,613		\$ 62,705	\$ 27,200	\$ 27,835	\$ 35,505
Merchandise	\$ 23,310	\$ 4,032	\$ 19,278	49%	\$ 62,370	\$ 27,200	\$ 27,835	\$ 35,170
Gross Margin	\$ 229,657	\$ 177,641	\$ 52,016		\$ 835,728	\$ 749,839	\$ 747,654	\$ 85,889
Total Payroll	\$ 84,526	\$ 70,883	\$ 13,643		\$ 397,114	\$ 365,324	\$ 343,061	\$ 31,790
Total Operating Expenses	\$ 81,269	\$ 61,076	\$ 20,193		\$ 344,406	\$ 294,416	\$ 258,503	\$ 49,990
EBITDA	\$ 63,862	\$ 45,682	\$ 18,180		\$ 94,208	\$ 90,099	\$ 146,090	\$ 4,109
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 32,352	\$ 32,648	\$ 32,015	\$ (296)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 31,874	\$ 32,170	\$ 31,537	\$ (296)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 478	\$ 478	\$ 478	\$ -
Net Cash From Ops	\$ 57,366	\$ 39,152	\$ 18,214		\$ 61,856	\$ 57,451	\$ 114,075	\$ 4,405
Rounds								
Total Rounds	5,529	4,424	1,105		21,312	18,651	21,715	2,661
Paid Rounds	4,848	3,890	958		18,405	15,895	18,501	2,510
Avg. GF/CF Total rounds	\$36.71	\$36.56	\$ 0.16		\$35.37	\$36.61	\$31.36	\$ (1.24)
Avg. GF/CF Paid rounds	\$41.87	\$41.57	\$ 0.30		\$40.96	\$42.96	\$36.80	\$ (2.00)
Avg. Merchandise/round	\$6.89	\$2.48	\$ 4.42		\$4.78	\$2.87	\$2.47	\$ 1.91

Overview:

- Total revenues for February finished well ahead of projected budget for the month. The golf course realized one unplayable day this month. Total Revenues came in at \$253.3K and exceeded budget by 39%. We played 5,529 total rounds to a budget of 4,424 (over by 1,105).
- Total Payroll for the month was \$84.5K, over by \$14.7K. Total Operating Expenses were \$81.3K.
- While rounds exceeded budget by 25%, green fee revenue exceeded budget by 26%, signifying a more positive correlation. Our range revenue (\$7.8K) exceeded budget by \$2.8K and the new yellow balls are getting rave reviews.
- We made up some significant ground on EBITDA, exceeding our monthly budget by \$18.2K.
- We are happy to report that our Cypress Head team is 100% certified through the first 4 modules of KemperSports True Service training. Jeff Dayton and the Leadership team of Darren Bache, Susanne Snider, Dylan Quintrell, and Reggie Hunter successfully completed the True Leadership program, which consisted of 5 modules.

CAPEX Projects:

There were no projects for the month of February. We began our in-house cart path repair plan, with our first repairs on the path behind #5 tee. We will target #6 and #17 in March. We completed more tree work in house, leaving a minimal amount of cleanup ahead.

Tee Sheet Activity:

- There were 5,529 total rounds for the month which included 4,848 paid rounds, 413 Annual Pass rounds and 268 other rounds. The round type for the month included 3,956 eighteen-hole rounds and 1,270 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Their primary goal will be to assist golfers while on the course, monitor pace of play, and enforce rules and regulations. Thus far, their



presence has improved the golf experience and added to our level of service regarding on course attention.

February 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	4,848	3,890	4,373	18,405	15,895	18,501
ANNUAL	413	327	443	1,695	1,658	1,924
OTHER	268	207	243	1,212	1,098	1,290
TOTAL ROUNDS	5,529	4,424	5,059	21,312	18,651	21,715

Departmental Summaries:

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw less than 1" of rain in February, affecting one Friday and costing us almost 100 rounds.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceed budgeted Golf Shop sales by \$27.2K in February.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$2.2K in lessons in February. We continued our Saturday PDP Clinics in February and saw great participation. Our Monday clinics continued in February and were a weekly sellout.



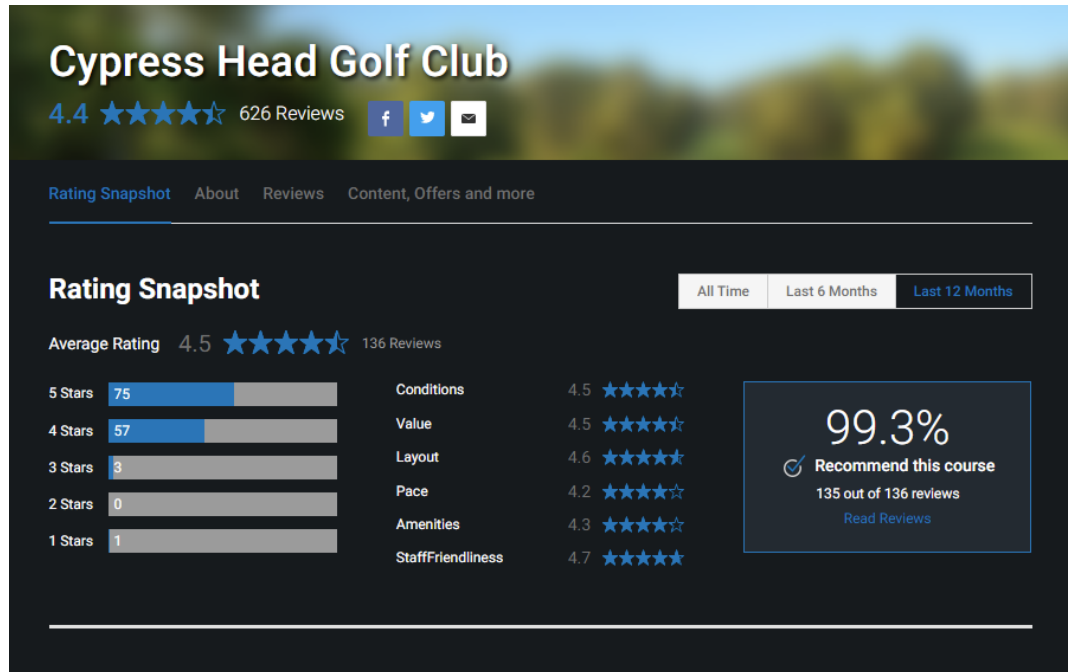
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.
- We hosted several small outings in February with over 450 players, generating over \$22.4K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 10,726 unique e-mail addresses. Our Facebook followers are up to 1,471 (up 16) and Instagram shows 391 (up 20) followers.
- Nightly surveys continued to be strong in February, highlighted by 164 surveys being submitted and an NPS of 84.1 for February. (Please see table below).
- Outside tournament bookings are very strong as we prepare for the 2023 season.

REPORT CRITERIA	
Date of Survey	2/1/23 - 2/28/23
Select level:	Cypress Head Golf Club

	▼					
	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	84.1	9.3	9.5	9.1	9.4	164
Golf	84.1	9.3	9.5	9.1	9.4	164
Cypress Head Golf Club	84.1	9.3	9.5	9.1	9.4	164



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 84.1 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

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

Insights:

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



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	182,973	863,854	1,557,815	55%	215,490	969,401	1,259,492	77%
Merchandise	18,267	60,866	125,691	48%	31,818	118,594	90,550	131%
Other Pro Shop	1,799	12,732	23,918	53%	4,505	19,675	19,063	103%
Range	5,383	29,035	51,597	56%	8,745	34,257	44,300	77%
Other Operating Revenues	4,269	21,695	40,086	54%	4,778	21,843	36,122	60%
TOTAL REVENUE	212,692	988,182	1,799,106	55%	265,336	1,163,769	1,449,526	80%
COST OF SALES								
Merchandise	13,796	41,631	78,941	53%	21,473	84,178	55,236	152%
TOTAL COGS	13,796	41,631	78,941	53%	21,473	84,178	55,236	152%
COGS - Merchandise %	75.5%	68.4%	62.8%	108.9%	67.5%	71.0%	61.0%	116.4%
PAYROLL								
Course and Grounds	41,963	218,646	430,587	51%	39,657	231,294	416,997	55%
Carts, Range, Starters, Etc.	9,868	53,490	108,062	49%	15,936	71,187	98,064	73%
Pro Shop	8,052	43,464	87,407	50%	12,447	60,516	85,253	71%
General and Administrative	13,487	77,819	158,668	49%	17,303	98,226	160,946	61%
Marketing	5,541	28,555	58,791	49%	3,702	24,937	48,841	51%
TOTAL PAYROLL	78,911	421,973	843,515	50%	89,045	486,160	810,100	60%
OPERATING EXPENSES								
Course and Grounds	22,944	127,106	306,972	41%	29,631	155,882	264,162	59%
Carts, Range, Starters, Etc.	5,792	33,983	64,844	52%	10,386	71,234	88,006	81%
Pro Shop	14	4,748	11,073	43%	2,069	10,643	7,085	150%
General and Administrative	22,154	135,729	268,720	51%	28,773	172,525	227,125	76%
Marketing	1,338	9,179	23,886	38%	566	5,547	23,190	24%
TOTAL OPERATING EXPENSES	52,241	310,744	675,495	46%	71,425	415,831	609,568	68%
TOTAL EXPENSES	144,949	774,348	1,597,951	48%	181,943	986,169	1,474,903	67%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(37,845)	(75,816)	50%	(6,400)	(38,274)	(76,432)	50%
Depreciation & Amortization	(96)	(573)	(1,146)	50%	(96)	(573)	(1,146)	50%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(38,418)	(76,962)	50%	(6,496)	(38,847)	(77,578)	50%
NET INCOME	61,340	175,415	124,193	141%	76,897	138,753	(102,955)	-135%
=====								
Paid Rounds	4,660	23,161	42,729		5,285	23,690	37,780	
Annual Pass Rounds	414	2,338	4,406		414	2,109	4,748	
Other Rounds	246	1,536	3,036		295	1,507	2,636	
Total Rounds	5,320	27,035	50,171		5,994	27,306	45,164	
Revenue/Paid Rounds	46	43	42		50	49	46	
Revenue/Total Rounds	40	37	36		44	43	39	

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2023

	<u>03/31/23</u>	<u>09/30/22</u>	<u>03/31/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	422,848	242,333	296,179
Cash - Payroll	20,721	11,750	66,242
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>444,919</u>	<u>255,433</u>	<u>363,771</u>
Accounts Receivable			
A/R Member	415	93,810	2,759
Total Accounts Recievable	<u>415</u>	<u>93,810</u>	<u>2,759</u>
Other Current Assets			
Inventory - Merchandise	86,046	21,177	34,998
Prepaid Insurance	22,242	38,909	17,709
Prepaid Exp - Other	20,176	12,835	20,003
Total Other Current Assets	<u>128,465</u>	<u>72,922</u>	<u>72,709</u>
TOTAL CURRENT ASSETS	<u>573,799</u>	<u>422,164</u>	<u>439,239</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(31,688)	(31,115)	(30,541)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,460</u>	<u>5,033</u>	<u>5,606</u>
TOTAL ASSETS	<u><u>578,259</u></u>	<u><u>427,198</u></u>	<u><u>444,846</u></u>

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2023

	<u>03/31/23</u>	<u>09/30/22</u>	<u>03/31/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	103,531	27,940	61,128
Accts Pay - Other	124,296	122,830	(4,315)
Accrued Expenses	74	3,075	0
Accrued Payroll	29,204	22,112	47,748
Accrued Taxes	15,681	5,805	12,518
Deferred Revenue	<u>166,521</u>	<u>245,237</u>	<u>152,351</u>
TOTAL CURRENT LIABILITIES	<u>439,307</u>	<u>426,999</u>	<u>269,430</u>
 TOTAL LIABILITIES	 <u>439,307</u>	 <u>426,999</u>	 <u>269,430</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>138,952</u>	<u>199</u>	<u>175,415</u>
Net Retained Earnings	<u>138,952</u>	<u>199</u>	<u>175,415</u>
Stockholders Equity	<u>138,952</u>	<u>199</u>	<u>175,415</u>
TOTAL STOCKHOLDER'S EQUITY	<u>138,952</u>	<u>199</u>	<u>175,415</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>578,259</u></u>	 <u><u>427,198</u></u>	 <u><u>444,846</u></u>

The Golf Club at Cypress Head
For the Month Ending March 31, 2023

	03/31/22	04/30/22	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23
REVENUES													
Green Fees & Cart Fees	182,972.82	173,758.14	141,552.86	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49
Merchandise	18,267.01	13,066.12	15,134.23	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76
Other Pro Shop	1,799.00	1,125.00	1,976.00	3,905.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,905.00
Range	5,383.38	4,817.50	4,512.00	3,733.68	4,056.10	3,180.02	2,282.58	2,957.24	3,822.98	4,403.90	6,571.07	7,758.67	8,744.83
Other Operating Revenues	4,269.48	4,244.57	3,530.17	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04
TOTAL REVENUE	212,691.69	197,011.33	166,705.26	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12
COST OF SALES													
Merchandise	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04
TOTAL COGS	13,796.15	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04
COGS - Merchandise %	75.5%	39.0%	82.1%	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%
PAYROLL													
Course and Grounds	41,963.35	35,481.09	34,468.36	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83
Carts, Range, Starters, Etc.	9,867.86	10,252.13	9,623.80	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90
Pro Shop	8,052.21	6,387.14	6,971.60	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,854.01	10,570.48	11,008.79	12,447.03
General and Administrative	13,486.78	12,643.91	12,937.87	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45
Marketing	5,541.28	4,090.93	6,733.56	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16
TOTAL PAYROLL	78,911.48	68,855.20	70,735.19	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37
OPERATING EXPENSES													
Course and Grounds	22,943.53	27,514.83	29,643.87	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,894.10	29,630.97
Carts, Range, Starters, Etc.	5,791.82	7,305.48	4,919.14	5,243.62	4,226.77	4,372.60	4,791.98	9,137.25	12,406.83	11,790.97	13,003.55	14,609.57	10,386.39
Pro Shop	14.26	0.00	19.66	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60
General and Administrative	22,153.72	24,792.88	22,349.22	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72
Marketing	1,338.02	1,802.05	2,710.57	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18
TOTAL OPERATING EXPENSE	52,241.35	61,415.24	59,642.46	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86
TOTAL EXPENSES	144,948.98	135,366.45	142,802.66	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27
EBITDA	67,742.71	61,644.88	23,902.60	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85

For the Month Ending March 31, 2023

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The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended March 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	0	0	0	0	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	0	0	0	0	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	0	0	0	0	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	0	0	0	0	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	0	0	0	0	0	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	0	0	0	0	0	0
Due to from the City	960	239	1	(196)	158	305	0	0	0	0	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	0	0	0	0	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	0	0	0	0	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	0	0	0	0	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	518,965	518,965	518,965	518,965	518,965
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	0	0	0	0	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	444,919	518,965	518,965	518,965	518,965	518,965

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 3/1/2023
Account: First

To:
3/31/2023
Last

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$354,984.19	\$335,259.89	\$267,396.51	\$67,863.38	\$422,847.57
	10050-5950-900	Cash - Course Payroll BMO	\$50,772.11	\$100,017.57	\$130,068.24	(\$30,050.67)	\$20,721.44
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$243.99	\$29,347.10	\$29,175.74	\$171.36	\$415.35
	12000-5950-900	Inventory - Merchandise	\$79,845.56	\$34,025.58	\$27,824.77	\$6,200.81	\$86,046.37
	13020-5950-900	Prepaid Insurance	\$15,225.34	\$14,692.00	\$7,675.12	\$7,016.88	\$22,242.22
	13040-5950-900	Prepaid Exp - Other	\$18,136.70	\$2,526.00	\$486.34	\$2,039.66	\$20,176.36
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,832.54)	\$0.00	\$23.12	(\$23.12)	(\$4,855.66)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,759.76)	\$0.00	\$72.41	(\$72.41)	(\$26,832.17)
	30000-5950-900	Accts Pay - Trade	(\$108,418.31)	\$136,144.24	\$131,256.49	\$4,887.75	(\$103,530.56)
	30040-5950-900	Accts Pay - Other	(\$123,991.72)	\$16,121.35	\$16,425.93	(\$304.58)	(\$124,296.30)
	31000-5950-900	Accrued Expenses	(\$1,748.83)	\$1,748.83	\$73.73	\$1,675.10	(\$73.73)
	31020-5950-900	Accrued Payroll	(\$54,352.27)	\$42,850.12	\$17,566.93	\$25,283.19	(\$29,069.08)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$454.26	\$589.26	(\$135.00)	(\$135.00)
	31220-5950-900	Accrued Sales Tax	(\$15,493.56)	\$15,493.56	\$15,681.32	(\$187.76)	(\$15,681.32)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,778.04	\$4,778.04	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$4,349.60)	\$1,070.08	\$692.89	\$377.19	(\$3,972.41)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$20,633.99)	\$0.00	\$22,218.94	(\$22,218.94)	(\$42,852.93)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$18,368.30)	\$2,624.03	\$0.00	\$2,624.03	(\$15,744.27)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$21,136.04)	\$3,019.44	\$0.00	\$3,019.44	(\$18,116.60)
	32070-5950-900	Deferred Rev - Gift Cards	(\$35,492.68)	\$1,209.41	\$648.29	\$561.12	(\$34,931.56)
	32100-5950-900	Deferred Rev - Credit Books	(\$13,547.81)	\$1,504.16	\$853.75	\$650.41	(\$12,897.40)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$45,525.31)	\$7,519.48	\$0.00	\$7,519.48	(\$38,005.83)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$27,397.22)	\$0.00	\$5,643.47	(\$5,643.47)	(\$33,040.69)
	5003A-5950-100	Green Fee - Group	(\$65,870.54)	\$0.00	\$16,712.96	(\$16,712.96)	(\$82,583.50)
	50040-5950-100	Green Fees - Member	(\$2,956.83)	\$0.00	\$498.28	(\$498.28)	(\$3,455.11)
	5006A-5950-100	Green Fee - Junior	(\$500.80)	\$0.00	\$97.76	(\$97.76)	(\$598.56)
	50070-5950-100	Green Fees - (surcharge)	(\$17,066.60)	\$4,778.04	\$9,556.08	(\$4,778.04)	(\$21,844.64)
	5007A-5950-100	Green Fee - League	(\$53,467.83)	\$0.00	\$14,900.97	(\$14,900.97)	(\$68,368.80)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$45,884.61)	\$0.00	\$19,991.56	(\$19,991.56)	(\$65,876.17)
	5012A-5950-100	Green Fee - Outing	(\$32,062.65)	\$0.00	\$11,556.60	(\$11,556.60)	(\$43,619.25)
	5014A-5950-100	Green Fee - Resident	(\$156,562.12)	\$0.00	\$42,777.63	(\$42,777.63)	(\$199,339.75)
	5015A-5950-100	Green Fee - Senior	(\$101,714.51)	\$0.00	\$30,634.96	(\$30,634.96)	(\$132,349.47)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$578.61)	\$0.00	\$288.72	(\$288.72)	(\$867.33)
	50500-5950-200	Cart Fee 18	(\$213,177.14)	\$0.00	\$60,090.06	(\$60,090.06)	(\$273,267.20)
	50520-5950-200	Cart Fee - Annual Trail	(\$36,612.19)	\$0.00	\$7,519.48	(\$7,519.48)	(\$44,131.67)
	52090-5950-600	Handicap Fee	(\$3,999.00)	\$0.00	\$1,140.00	(\$1,140.00)	(\$5,139.00)
	52150-5950-600	Lessons	(\$8,576.00)	\$0.00	\$2,475.00	(\$2,475.00)	(\$11,051.00)
	52280-5950-600	Rental Clubs	(\$2,594.66)	\$15.00	\$905.00	(\$890.00)	(\$3,484.66)
	52310-5950-600	Retail	(\$86,776.24)	\$4.00	\$31,821.76	(\$31,817.76)	(\$118,594.00)
	53050-5950-220	Range Pass Revenue	(\$25,511.86)	\$0.00	\$8,744.83	(\$8,744.83)	(\$34,256.69)
	56120-5950-100	City Surcharge R & R	(\$17,064.72)	\$0.00	\$4,778.04	(\$4,778.04)	(\$21,842.76)
	60000-5950-600	COGS - Merchandise - Accessories	\$62,705.05	\$21,473.04	\$0.00	\$21,473.04	\$84,178.09
	70000-5950-100	Gross Payroll - Salaried	\$53,915.35	\$17,845.09	\$6,555.33	\$11,289.76	\$65,205.11
	70000-5950-600	Gross Payroll - Salaried	\$14,104.43	\$6,717.85	\$2,076.92	\$4,640.93	\$18,745.36
	70000-5950-900	Gross Payroll - Salaried	\$60,721.12	\$20,905.39	\$7,393.55	\$13,511.84	\$74,232.96
	70000-5950-950	Gross Payroll - Salaried	\$19,103.20	\$3,679.31	\$1,982.80	\$1,696.51	\$20,799.71
	70010-5950-100	Gross Payroll - Hourly	\$112,679.96	\$34,318.10	\$11,883.51	\$22,434.59	\$135,114.55

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$50,403.08	\$21,595.71	\$7,416.81	\$14,178.90	\$64,581.98
	70010-5950-600	Gross Payroll - Hourly	\$26,710.13	\$9,090.80	\$3,046.02	\$6,044.78	\$32,754.91
	70010-5950-900	Gross Payroll - Hourly	\$261.84	\$85.22	\$36.64	\$48.58	\$310.42
	70010-5950-950	Gross Payroll - Hourly	\$0.00	\$1,627.70	\$0.00	\$1,627.70	\$1,627.70
	71000-5950-100	Payroll Tax - FICA	\$12,401.66	\$3,868.83	\$1,410.59	\$2,458.24	\$14,859.90
	71000-5950-200	Payroll Tax - FICA	\$3,978.20	\$1,650.38	\$536.09	\$1,114.29	\$5,092.49
	71000-5950-600	Payroll Tax - FICA	\$3,111.03	\$1,188.43	\$379.65	\$808.78	\$3,919.81
	71000-5950-900	Payroll Tax - FICA	\$4,000.12	\$1,423.81	\$567.07	\$856.74	\$4,856.86
	71000-5950-950	Payroll Tax - FICA	\$1,473.73	\$402.00	\$151.69	\$250.31	\$1,724.04
	71010-5950-100	Payroll Tax - UC	\$450.52	\$164.69	\$0.00	\$164.69	\$615.21
	71010-5950-200	Payroll Tax - UC	\$292.67	\$159.90	\$0.00	\$159.90	\$452.57
	71010-5950-600	Payroll Tax - UC	\$156.87	\$66.85	\$0.00	\$66.85	\$223.72
	71010-5950-900	Payroll Tax - UC	\$111.73	\$0.42	\$0.00	\$0.42	\$112.15
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$2,980.59	\$880.75	\$0.00	\$880.75	\$3,861.34
	71020-5950-200	Payroll Tax - WC	\$872.38	\$349.94	\$0.00	\$349.94	\$1,222.32
	71020-5950-600	Payroll Tax - WC	\$723.41	\$264.30	\$0.00	\$264.30	\$987.71
	71020-5950-900	Payroll Tax - WC	\$1,101.46	\$355.60	\$0.00	\$355.60	\$1,457.06
	71020-5950-950	Payroll Tax - WC	\$358.49	\$82.33	\$0.00	\$82.33	\$440.82
	71030-5950-100	Benefits	\$9,209.51	\$8,164.54	\$5,735.74	\$2,428.80	\$11,638.31
	71030-5950-200	Benefits	(\$295.39)	\$1,212.18	\$1,079.31	\$132.87	(\$162.52)
	71030-5950-600	Benefits	\$3,262.65	\$1,494.97	\$873.58	\$621.39	\$3,884.04
	71030-5950-900	Benefits	\$14,725.80	\$5,856.85	\$3,326.58	\$2,530.27	\$17,256.07
	71030-5950-950	Benefits	\$242.36	\$336.96	\$291.65	\$45.31	\$287.67
	80110-5950-200	Cart Supplies	\$547.52	\$36.08	\$0.00	\$36.08	\$583.60
	80120-5950-100	Chemicals	\$2,358.47	\$530.00	\$0.00	\$530.00	\$2,888.47
	80170-5950-100	Course Accessories	\$1,895.35	\$98.78	\$0.00	\$98.78	\$1,994.13
	80230-5950-100	Fertilizer	\$19,608.31	\$12,033.30	\$0.00	\$12,033.30	\$31,641.61
	80250-5950-100	Flowers/Decor	\$787.26	\$680.00	\$0.00	\$680.00	\$1,467.26
	80270-5950-100	Fuel	\$7,102.50	\$2,212.56	\$0.00	\$2,212.56	\$9,315.06
	80280-5950-100	Fungicides	\$1,266.92	\$0.00	\$0.00	\$0.00	\$1,266.92
	80320-5950-100	Herbicides	\$19,256.80	\$1,896.24	\$1,063.95	\$832.29	\$20,089.09
	80370-5950-100	Insecticides	\$245.19	\$784.00	\$0.00	\$784.00	\$1,029.19
	80380-5950-900	Janitorial Supplies	\$3,263.38	\$743.29	\$0.00	\$743.29	\$4,006.67
	80420-5950-900	Laundry/Uniforms	\$1,330.78	\$173.53	\$0.00	\$173.53	\$1,504.31
	80520-5950-900	Office Supplies	\$3,711.80	\$226.13	\$10.98	\$215.15	\$3,926.95
	80590-5950-900	Printing	\$0.00	\$15.50	\$0.00	\$15.50	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$0.00	\$0.00	\$0.00	\$5,792.14
	80620-5950-220	Range Equipment	\$671.81	\$0.00	\$0.00	\$0.00	\$671.81
	80630-5950-220	Range Expenses	\$831.61	\$725.80	\$0.00	\$725.80	\$1,557.41
	80690-5950-100	Sand/Topdress	\$4,961.01	\$0.00	\$0.00	\$0.00	\$4,961.01
	80710-5950-100	Seeds/Trees	\$5,560.00	\$0.00	\$0.00	\$0.00	\$5,560.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$261.05	\$144.14	\$0.00	\$144.14	\$405.19
	80780-5950-200	Supplies	\$2,537.17	\$256.40	\$0.00	\$256.40	\$2,793.57
	80780-5950-600	Supplies	\$2,493.66	\$797.80	\$0.00	\$797.80	\$3,291.46
	80810-5950-600	Tournament Expense	\$46.59	\$1,270.80	\$0.00	\$1,270.80	\$1,317.39
	81010-5950-900	Alarm System	\$927.96	\$120.50	\$0.00	\$120.50	\$1,048.46
	81090-5950-200	Cart Repairs	\$1,345.53	\$57.09	\$0.00	\$57.09	\$1,402.62
	81130-5950-900	Computer Service	\$2,220.00	\$420.18	\$0.39	\$419.79	\$2,639.79
	81140-5950-900	Contract Cleaning	\$3,293.40	\$650.00	\$0.00	\$650.00	\$3,943.40
	81200-5950-900	Guest Relations	\$8,235.00	\$23.39	\$0.00	\$23.39	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,034.00	\$0.00	\$0.00	\$0.00	\$6,034.00
	81250-5950-100	Irrigation	\$3,994.20	\$763.43	\$400.00	\$363.43	\$4,357.63
	81340-5950-100	Repair & Maint - Paths	\$171.47	\$0.00	\$0.00	\$0.00	\$171.47
	81350-5950-100	Repair & Maint - Equipment	\$10,940.47	\$1,865.50	\$0.00	\$1,865.50	\$12,805.97
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$299.95	\$378.88	\$0.00	\$378.88	\$678.83
	81360-5950-100	Repair & Maint - Building	\$704.49	\$150.00	\$0.00	\$150.00	\$854.49
	81360-5950-900	Repair & Maint - Building	\$1,162.91	\$936.00	\$0.00	\$936.00	\$2,098.91

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82000-5950-200	Cart Lease	\$42,885.00	\$8,577.00	\$0.00	\$8,577.00	\$51,462.00
	82020-5950-100	Equipment Lease	\$35,700.00	\$7,140.00	\$0.00	\$7,140.00	\$42,840.00
	82060-5950-900	Off-Site Storage	\$1,030.00	\$206.00	\$0.00	\$206.00	\$1,236.00
	83000-5950-100	Utilities - Electric	\$1,394.85	\$263.93	\$0.00	\$263.93	\$1,658.78
	83000-5950-200	Utilities - Electric	\$3,036.39	\$734.02	\$0.00	\$734.02	\$3,770.41
	83020-5950-100	Utilities - Other	\$7,616.61	\$1,760.80	\$0.00	\$1,760.80	\$9,377.41
	83020-5950-900	Utilities - Other	\$9,772.40	\$2,327.55	\$207.00	\$2,120.55	\$11,892.95
	83030-5950-900	Utilities - Telephone/Fax	\$1,040.70	\$196.87	\$0.00	\$196.87	\$1,237.57
	83050-5950-100	Utilities - Water	\$1,179.43	\$212.24	\$0.00	\$212.24	\$1,391.67
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,981.08	\$566.18	\$0.00	\$566.18	\$5,547.26
	85020-5950-900	Bank Charges	\$1,735.78	\$396.86	\$0.00	\$396.86	\$2,132.64
	85050-5950-900	Cash Short/(Over)	(\$371.64)	\$302.59	\$381.62	(\$79.03)	(\$450.67)
	85060-5950-900	Cell Phone	\$1,200.00	\$240.00	\$0.00	\$240.00	\$1,440.00
	85070-5950-900	City Surcharge R & R	\$17,064.72	\$4,778.04	\$0.00	\$4,778.04	\$21,842.76
	85120-5950-900	Credit Card Discounts	\$19,436.72	\$6,023.31	\$0.00	\$6,023.31	\$25,460.03
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$2,037.00	\$0.00	\$0.00	\$0.00	\$2,037.00
	85160-5950-100	Education & Training	\$510.00	\$160.00	\$0.00	\$160.00	\$670.00
	85190-5950-100	Employee Relations	\$178.05	\$400.00	\$0.00	\$400.00	\$578.05
	85190-5950-900	Employee Relations	\$683.53	\$4,378.73	\$1,619.32	\$2,759.41	\$3,442.94
	85200-5950-100	Employee Testing	\$65.61	\$0.00	\$0.00	\$0.00	\$65.61
	85280-5950-900	Insurance Expense	\$38,375.60	\$7,675.12	\$0.00	\$7,675.12	\$46,050.72
	85320-5950-900	Member Relations	(\$1,282.10)	\$3,159.64	\$3,164.04	(\$4.40)	(\$1,286.50)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85480-5950-900	Payroll Processing Fee	\$2,092.64	\$564.88	\$0.00	\$564.88	\$2,657.52
	85490-5950-900	Postage/Shipping	\$1,016.36	\$416.74	\$171.17	\$245.57	\$1,261.93
	85610-5950-900	Tax/Licenses/Fees	(\$80.01)	\$0.00	\$30.00	(\$30.00)	(\$110.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$9,786.67	\$3.51	\$0.00	\$3.51	\$9,790.18
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$31,873.85	\$6,400.00	\$0.00	\$6,400.00	\$38,273.85
	98020-5950-900	Deprec - Mach & Equip	\$115.60	\$23.12	\$0.00	\$23.12	\$138.72
	98040-5950-900	Deprec - Buildings	\$362.05	\$72.41	\$0.00	\$72.41	\$434.46
	R002A-5950-100	Rounds - Annual	10,119.00	414.00	0.00	414.00	10,533.00
	R003A-5950-100	Rounds - Group	13,058.00	793.00	0.00	793.00	13,851.00
	R005A-5950-100	Rounds - Green Fee - Hotel	42.00	0.00	0.00	0.00	42.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,377.00	26.00	0.00	26.00	1,403.00
	R007A-5950-100	Rounds - Green Fee - League	13,971.00	586.00	0.00	586.00	14,557.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	4,891.00	549.00	0.00	549.00	5,440.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	538.00	14.00	0.00	14.00	552.00
	R012A-5950-100	Rounds - Green Fee - Outing	7,004.00	483.00	0.00	483.00	7,487.00
	R014A-5950-100	Rounds - Resident	43,952.00	1,918.00	0.00	1,918.00	45,870.00
	R015A-5950-100	Rounds - Green Fee - Senior	16,790.00	924.00	0.00	924.00	17,714.00
	R016A-5950-100	Rounds - Green Fee - Staff	3,714.00	161.00	0.00	161.00	3,875.00
	R017A-5950-100	Rounds - Green Fee - Trade	2,739.00	120.00	0.00	120.00	2,859.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	227.00	6.00	0.00	6.00	233.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWd-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			166	\$0.00	\$1,005,432.98	\$1,005,432.98	\$0.00

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
215,490	166,943	129%	182,973	118%	Green Fees & Cart Fees	969,401	849,772	114%	863,854	112%	1,525,011	1,663,362
31,818	18,000	177%	18,267	174%	Merchandise	118,594	60,500	196%	60,866	195%	110,100	183,418
4,505	1,850	244%	1,799	250%	Other Pro Shop	19,675	12,860	153%	12,732	155%	20,520	30,861
8,745	5,400	162%	5,383	162%	Range	34,257	29,000	118%	29,035	118%	52,400	56,819
4,778	4,300	111%	4,269	112%	Other Operating Revenues	21,843	21,400	102%	21,695	101%	38,100	40,234
265,336	196,493	135%	212,692	125%	TOTAL REVENUE	1,163,769	973,532	120%	988,182	118%	1,746,131	1,974,694
COST OF SALES												
21,473	11,520	186%	13,796	156%	Merchandise	84,178	38,720	217%	41,631	202%	70,464	121,488
21,473	11,520	186%	13,796	156%	TOTAL COGS	84,178	38,720	217%	41,631	202%	70,464	121,488
67.5%	64.0%	105.4%	75.5%	89.4%	COGS - Merchandise %	71.0%	64.0%	110.9%	68.4%	103.8%	64.0%	759.6%
PAYROLL												
39,657	38,451	103%	41,963	95%	Course and Grounds	231,294	226,687	102%	218,646	106%	452,813	443,235
15,936	9,172	174%	9,868	161%	Carts, Range, Starters, Etc.	71,187	53,658	133%	53,490	133%	107,804	125,759
12,447	8,170	152%	8,052	155%	Pro Shop	60,516	47,404	128%	43,464	139%	96,444	104,459
17,303	14,748	117%	13,487	128%	General and Administrative	98,226	87,078	113%	77,819	126%	176,060	179,075
3,702	4,359	85%	5,541	67%	Marketing	24,937	25,398	98%	28,555	87%	51,481	55,174
89,045	74,901	119%	78,911	113%	TOTAL PAYROLL	486,160	440,225	110%	421,973	115%	884,602	907,702
OPERATING EXPENSES												
29,631	29,071	102%	22,944	129%	Course and Grounds	155,882	157,976	99%	127,106	123%	342,652	335,748
10,386	6,400	162%	5,792	179%	Carts, Range, Starters, Etc.	71,234	41,450	172%	33,983	210%	82,450	102,095
2,069	150	1379%	14	14506%	Pro Shop	10,643	5,525	193%	4,748	224%	7,575	16,968
28,773	22,675	127%	22,154	130%	General and Administrative	172,525	139,761	123%	135,729	127%	250,742	305,516
566	1,400	40%	1,338	42%	Marketing	5,547	9,400	59%	9,179	60%	23,400	20,254
71,425	59,696	120%	52,241	137%	TOTAL OPERATING EXPENSES	415,831	354,112	117%	310,744	134%	706,819	780,582
181,943	146,117	125%	144,949	126%	TOTAL EXPENSES	986,169	833,057	118%	774,348	127%	1,661,885	1,809,772
83,393	50,376	166%	67,743	123%	EBITDA	177,600	140,475	126%	213,833	83%	84,246	164,922

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
83,393	50,376	166%	67,743	123%	EBITDA	177,600	140,475	126%	213,833	83%	84,246	164,922
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(38,274)	(38,604)	99%	(37,845)	101%	(77,208)	(76,245)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(573)	(573)	100%	(573)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(573)	(573)	100%	(573)	100%	(1,146)	(1,146)
76,897	43,846	175%	61,340	125%	TOTAL OTHER INCOME (EXPENSE)							
					NET INCOME	138,753	101,298	137%	175,415	79%	5,892	87,531
5,285	4,539	116%	4,660	113%	Paid Rounds	23,690	20,434	116%	23,161	102%	37,780	43,258
414	404	102%	414	100%	Annual Pass Rounds	2,109	2,062	102%	2,338	90%	4,748	4,177
295	262	113%	246	120%	Other Rounds	1,507	1,360	111%	1,536	98%	2,636	3,007
5,994	5,205	115%	5,320	113%	Total Rounds	27,306	23,856	114%	27,035	101%	45,164	50,442
50	43	116%	46	110%	Revenue/Paid Rounds	49	48	103%	43	115%	46	538
44	38	117%	40	111%	Revenue/Total Rounds	43	41	104%	37	117%	39	459

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
147,881	107,993	137%	117,139	126%	Green Fees	652,002	569,812	114%	540,329	121%	990,571	1,090,199
67,610	58,950	115%	65,834	103%	Cart Fee	317,399	279,960	113%	323,525	98%	534,440	573,163
1,140	50	2280%	40	2850%	Handicap Fee	5,139	4,010	128%	3,915	131%	4,130	6,249
2,475	1,500	165%	1,429	173%	Lessons	11,051	7,250	152%	7,217	153%	13,590	19,607
890	300	297%	330	270%	Rental Clubs	3,485	1,600	218%	1,600	218%	2,800	5,005
31,818	18,000	177%	18,267	174%	Retail	118,594	60,500	196%	60,866	195%	110,100	183,418
8,745	5,400	162%	5,383	162%	Range	34,257	29,000	118%	29,035	118%	52,400	56,819
4,778	4,300	111%	4,269	112%	City Surcharge R & R	21,843	21,400	102%	21,695	101%	38,100	40,234
265,336	196,493	135%	212,692	125%	Total Revenues	1,163,769	973,532	120%	988,182	118%	1,746,131	1,974,694
COST OF GOODS SOLD												
21,473	11,520	186%	13,796	156%	COGS - Merchandise	84,178	38,720	217%	41,631	202%	70,464	121,488
21,473	11,520	186%	13,796	156%	Total COGS	84,178	38,720	217%	41,631	202%	70,464	121,488
243,863	184,973	132%	198,896	123%	GROSS MARGIN	1,079,591	934,812	115%	946,551	114%	1,675,667	1,853,206
67.49%	64.00%	105.45%	75.52%	89.36%	COGS - Merchandise %	70.98%	64.00%	110.91%	68.40%	103.78%	64.00%	759.59%
PAYROLL												
31,139	26,032	120%	25,379	123%	Gross Payroll - Salaried	178,983	153,661	116%	144,321	124%	309,850	334,235
44,335	36,499	121%	38,836	114%	Gross Payroll - Hourly	234,390	213,975	110%	210,088	112%	430,230	438,461
75,474	62,530	121%	64,215	118%	S/T Wages	413,373	367,637	112%	354,409	117%	740,080	772,696
5,488	4,784	115%	4,808	114%	Payroll Tax - FICA	30,453	28,124	108%	26,225	116%	56,616	56,923
392	1,063	37%	(75)	-522%	Payroll Tax - UC	1,461	5,813	25%	1,686	87%	9,197	2,267
1,933	1,292	150%	1,678	115%	Payroll Tax - WC	7,969	7,294	109%	6,940	115%	14,988	14,968
5,759	5,232	110%	8,286	70%	Benefits	32,904	31,357	105%	32,712	101%	63,721	60,848
13,572	12,371	110%	14,697	92%	S/T Adders	72,787	72,588	100%	67,564	108%	144,522	135,006
89,045	74,901	119%	78,911	113%	TOTAL PAYROLL	486,160	440,225	110%	421,973	115%	884,602	907,702
OPERATING EXPENSES												
36	100	36%	113	32%	Cart Supplies	584	600	97%	1,241	47%	1,200	1,515
530	600	88%	95	558%	Chemicals	2,888	3,600	80%	3,631	80%	7,200	7,284
99	0	0%	0	0%	Course Accessories	1,994	2,200	91%	2,320	86%	4,250	3,659
12,033	11,000	109%	6,560	183%	Fertilizer	31,642	30,600	103%	31,073	102%	58,500	59,879
680	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
2,213	2,200	101%	1,145	193%	Fuel	9,315	10,900	85%	7,715	121%	19,900	23,281
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
832	1,600	52%	1,526	55%	Herbicides	20,089	12,900	156%	5,921	339%	33,700	28,787
784	800	98%	780	101%	Insecticides	1,029	2,400	43%	1,493	69%	13,100	11,680
743	450	165%	434	171%	Janitorial Supplies	4,007	4,300	93%	4,316	93%	8,000	7,117
174	100	174%	0	0%	Laundry/Uniforms	1,504	1,600	94%	924	163%	2,200	2,099
215	250	86%	425	51%	Office Supplies	3,927	2,500	157%	2,684	146%	4,200	5,920
16	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
0	0	0%	0	0%	Range Balls	5,792	1,800	322%	1,760	329%	3,600	7,552
0	0	0%	808	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
726	150	484%	146	497%	Range Expenses	1,557	1,100	142%	1,117	139%	2,100	2,069
0	0	0%	0	0%	Sand/Topdress	4,961	4,600	108%	3,465	143%	15,200	11,766
0	0	0%	0	0%	Seeds/Trees	5,560	9,200	60%	4,115	135%	15,200	10,360
0	200	0%	106	0%	Small Tools	493	800	62%	625	79%	3,200	1,712
144	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
1,054	0	0%	0	0%	Supplies	6,085	0	0%	0	0%	200	9,948
1,271	50	2542%	0	0%	Tournament Expense	1,317	300	439%	98	1341%	600	1,462
121	250	48%	119	102%	Alarm System	1,048	1,500	70%	1,354	77%	3,000	1,763
57	50	114%	49	117%	Cart Repairs	1,403	300	468%	393	357%	1,200	1,987
420	160	262%	160	263%	Computer Service	2,640	960	275%	959	275%	1,920	3,599
650	650	100%	0	0%	Contract Cleaning	3,943	3,900	101%	3,248	121%	7,800	8,193
23	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
363	1,100	33%	525	69%	Irrigation	4,358	6,600	66%	3,991	109%	13,200	11,584
0	50	0%	0	0%	Lesson Expense	0	300	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
2,244	1,600	140%	2,264	99%	Repair & Maint - Equipment	16,685	10,100	165%	8,770	190%	19,800	37,765
1,086	1,500	72%	1,429	76%	Repair & Maint - Building	2,953	4,650	64%	4,617	64%	9,850	10,134
8,577	5,200	165%	3,535	243%	Cart Lease	51,462	31,200	165%	22,167	232%	62,400	73,323
7,140	7,671	93%	7,671	93%	Equipment Lease	42,840	46,026	93%	38,535	111%	92,052	91,728
206	206	100%	352	59%	Off-Site Storage	1,236	1,236	100%	1,056	117%	2,472	2,217
998	1,150	87%	1,372	73%	Utilities - Electric	5,429	6,900	79%	7,646	71%	13,800	12,418
3,881	3,800	102%	3,495	111%	Utilities - Other	21,270	22,800	93%	20,645	103%	45,600	46,886
197	200	98%	380	52%	Utilities - Telephone/Fax	1,238	1,200	103%	1,101	112%	2,400	2,350
212	200	106%	236	90%	Utilities - Water	1,392	1,400	99%	1,400	99%	2,600	2,681
566	1,400	40%	1,338	42%	Advertising & Promotion	5,547	9,400	59%	9,179	60%	23,400	20,254
397	400	99%	249	159%	Bank Charges	2,133	2,400	89%	1,978	108%	4,800	4,302
(79)	0	0%	(48)	165%	Cash Short/(Over)	(451)	0	0%	(146)	309%	0	(942)
240	240	100%	200	120%	Cell Phone	1,440	1,440	100%	1,200	120%	2,880	2,640

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
4,778	4,269	112%	4,269	112%	City Surcharge R & R	21,843	21,695	101%	21,695	101%	38,940	40,234
6,023	4,400	137%	4,418	136%	Credit Card Discounts	25,460	22,500	113%	22,491	113%	36,500	45,544
0	0	0%	0	0%	Donations	(10)	0	0%	(5)	200%	0	568
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
160	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
3,159	100	3159%	(854)	-370%	Employee Relations	4,021	1,550	259%	(26)	-15609%	2,150	4,448
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
7,675	6,700	115%	6,130	125%	Insurance Expense	46,051	40,200	115%	36,778	125%	80,400	87,567
(4)	50	-9%	(30)	15%	Member Relations	(1,287)	300	-429%	2,418	-53%	600	(1,214)
0	0	0%	2,081	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,800
565	350	161%	421	134%	Payroll Processing Fee	2,658	2,250	118%	2,495	107%	4,350	5,246
246	300	82%	319	77%	Postage/Shipping	1,262	1,150	110%	1,236	102%	1,750	2,747
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(110)	0	0%	(180)	61%	150	(50)
0	100	0%	0	0%	Travel - Meals	246	1,500	16%	1,088	23%	2,100	273
4	100	4%	36	10%	Travel - Other	9,790	600	1632%	1,008	971%	1,200	12,073
0	0	0%	20	0%	Employee Meals	25	0	0%	20	125%	0	25
71,425	59,696	120%	52,241	137%	TOTAL OPERATING EXPENSES	415,831	354,112	117%	310,744	134%	706,819	780,582
83,393	50,376	166%	67,743	123%	EBITDA	177,600	140,475	126%	213,833	83%	84,246	164,922
6,400	6,434	99%	6,307	101%	Management Fee	38,274	38,604	99%	37,845	101%	77,208	76,245
6,400	6,434	99%	6,307	101%	Management Fees	38,274	38,604	99%	37,845	101%	77,208	76,245
23	23	100%	23	100%	Deprec - Mach & Equip	139	139	100%	139	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	434	434	100%	434	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	573	573	100%	573	100%	1,146	1,146
76,897	43,846	175%	61,340	125%	NET INCOME	138,753	101,298	137%	175,415	79%	5,892	87,531

The Golf Club at Cypress Head
Course & Grounds
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
147,881	107,993	137%	117,139	126%	Green Fees	652,002	569,812	114%	540,329	121%	990,571	1,090,199
4,778	4,300	111%	4,269	112%	City Surcharge R & R	21,843	21,400	102%	21,695	101%	38,100	40,234
152,659	112,293	136%	121,409	126%	Total Revenues	673,845	591,212	114%	562,023	120%	1,028,671	1,130,433
152,659	112,293	136%	121,409	126%	GROSS MARGIN	673,845	591,212	114%	562,023	120%	1,028,671	1,130,433
PAYROLL												
11,290	11,047	102%	10,470	108%	Gross Payroll - Salaried	65,205	66,282	98%	59,282	110%	132,564	128,576
22,435	21,645	104%	23,534	95%	Gross Payroll - Hourly	135,115	127,080	106%	125,702	107%	254,858	253,493
33,724	32,692	103%	34,004	99%	S/T Wages	200,320	193,362	104%	184,984	108%	387,422	382,068
2,458	2,501	98%	2,518	98%	Payroll Tax - FICA	14,860	14,792	100%	13,611	109%	29,638	28,135
165	569	29%	128	129%	Payroll Tax - UC	615	2,618	23%	953	65%	3,376	775
881	675	130%	888	99%	Payroll Tax - WC	3,861	3,836	101%	3,600	107%	7,845	7,416
2,429	2,013	121%	4,426	55%	Benefits	11,638	12,079	96%	15,498	75%	24,532	24,840
5,932	5,759	103%	7,959	75%	S/T Adders	30,975	33,325	93%	33,662	92%	65,391	61,167
39,657	38,451	103%	41,963	95%	TOTAL PAYROLL	231,294	226,687	102%	218,646	106%	452,813	443,235
OPERATING EXPENSES												
530	600	88%	95	558%	Chemicals	2,888	3,600	80%	3,631	80%	7,200	7,284
99	0	0%	0	0%	Course Accessories	1,994	2,200	91%	2,320	86%	4,250	3,659
12,033	11,000	109%	6,560	183%	Fertilizer	31,642	30,600	103%	31,073	102%	58,500	59,879
680	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
2,213	2,200	101%	1,145	193%	Fuel	9,315	10,900	85%	7,715	121%	19,900	23,281
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
832	1,600	52%	1,526	55%	Herbicides	20,089	12,900	156%	5,921	339%	33,700	28,787
784	800	98%	780	101%	Insecticides	1,029	2,400	43%	1,493	69%	13,100	11,680
0	0	0%	0	0%	Sand/Topdress	4,961	4,600	108%	3,465	143%	15,200	11,766
0	0	0%	0	0%	Seeds/Trees	5,560	9,200	60%	4,115	135%	15,200	10,360
0	200	0%	106	0%	Small Tools	493	800	62%	625	79%	3,200	1,712
144	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
363	1,100	33%	525	69%	Irrigation	4,358	6,600	66%	3,991	109%	13,200	11,584
0	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
1,866	1,600	117%	2,264	82%	Repair & Maint - Equipment	12,806	9,600	133%	8,265	155%	19,200	30,062
150	0	0%	19	785%	Repair & Maint - Building	854	150	570%	171	499%	3,150	2,817
7,140	7,671	93%	7,671	93%	Equipment Lease	42,840	46,026	93%	38,535	111%	92,052	91,728
264	250	106%	231	114%	Utilities - Electric	1,659	1,500	111%	1,374	121%	3,000	3,487
1,761	1,800	98%	1,787	99%	Utilities - Other	9,377	10,800	87%	9,906	95%	21,600	21,184
212	200	106%	236	90%	Utilities - Water	1,392	1,400	99%	1,400	99%	2,600	2,681
160	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
400	50	800%	0	0%	Employee Relations	578	300	193%	0	0%	600	625
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,800	5,800
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	150	165
29,631	29,071	102%	22,944	129%	TOTAL OPERATING EXPENSES	155,882	157,976	99%	127,106	123%	342,652	335,748
83,371	44,771	186%	56,502	148%	EBITDA	286,669	206,549	139%	216,272	133%	233,206	351,450
83,371	44,771	186%	56,502	148%	NET INCOME	286,669	206,549	139%	216,272	133%	233,206	351,450

The Golf Club at Cypress Head
Carts
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
67,610	58,950	115%	65,834	103%	Cart Fee	317,399	279,960	113%	323,525	98%	534,440	573,163
67,610	58,950	115%	65,834	103%	Total Revenues	317,399	279,960	113%	323,525	98%	534,440	573,163
67,610	58,950	115%	65,834	103%	GROSS MARGIN	317,399	279,960	113%	323,525	98%	534,440	573,163
					PAYROLL							
14,179	8,087	175%	8,841	160%	Gross Payroll - Hourly	64,582	47,476	136%	48,153	134%	95,213	113,581
14,179	8,087	175%	8,841	160%	S/T Wages	64,582	47,476	136%	48,153	134%	95,213	113,581
1,114	619	180%	724	154%	Payroll Tax - FICA	5,092	3,632	140%	3,865	132%	7,284	9,187
160	300	53%	75	213%	Payroll Tax - UC	453	1,609	28%	534	85%	3,380	942
350	167	209%	228	153%	Payroll Tax - WC	1,222	942	130%	937	130%	1,928	2,203
133	0	0%	0	0%	Benefits	(163)	0	0%	0	0%	0	(154)
1,757	1,086	162%	1,027	171%	S/T Adders	6,605	6,182	107%	5,336	124%	12,591	12,179
15,936	9,172	174%	9,868	161%	TOTAL PAYROLL	71,187	53,658	133%	53,490	133%	107,804	125,759
					OPERATING EXPENSES							
36	100	36%	113	32%	Cart Supplies	584	600	97%	1,241	47%	1,200	1,515
256	0	0%	0	0%	Supplies	2,794	0	0%	0	0%	0	2,794
57	50	114%	49	117%	Cart Repairs	1,403	300	468%	393	357%	1,200	1,987
8,577	5,200	165%	3,535	243%	Cart Lease	51,462	31,200	165%	22,167	232%	62,400	73,323
734	900	82%	1,141	64%	Utilities - Electric	3,770	5,400	70%	6,271	60%	10,800	8,930
9,661	6,250	155%	4,838	200%	TOTAL OPERATING EXPENSES	60,012	37,500	160%	30,072	200%	75,600	88,549
42,013	43,528	97%	51,128	82%	EBITDA	186,200	188,802	99%	239,964	78%	351,036	358,854
42,013	43,528	97%	51,128	82%	NET INCOME	186,200	188,802	99%	239,964	78%	351,036	358,854

The Golf Club at Cypress Head
Range
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
8,745	5,400	162%	5,383	162%	Range	34,257	29,000	118%	29,035	118%	52,400	56,819
8,745	5,400	162%	5,383	162%	Total Revenues	34,257	29,000	118%	29,035	118%	52,400	56,819
8,745	5,400	162%	5,383	162%	GROSS MARGIN	34,257	29,000	118%	29,035	118%	52,400	56,819
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	5,792	1,800	322%	1,760	329%	3,600	7,552
0	0	0%	808	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
726	150	484%	146	497%	Range Expenses	1,557	1,100	142%	1,117	139%	2,100	2,069
0	0	0%	0	0%	Repair & Maint - Equipment	3,200	0	0%	0	0%	100	3,200
726	150	484%	954	76%	TOTAL OPERATING EXPENSES	11,221	3,950	284%	3,911	287%	6,850	13,546
8,019	5,250	153%	4,430	181%	EBITDA	23,035	25,050	92%	25,124	92%	45,550	43,272
8,019	5,250	153%	4,430	181%	NET INCOME	23,035	25,050	92%	25,124	92%	45,550	43,272

The Golf Club at Cypress Head
Golf Shop
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
1,140	50	2280%	40	2850%	Handicap Fee	5,139	4,010	128%	3,915	131%	4,130	6,249
2,475	1,500	165%	1,429	173%	Lessons	11,051	7,250	152%	7,217	153%	13,590	19,607
890	300	297%	330	270%	Rental Clubs	3,485	1,600	218%	1,600	218%	2,800	5,005
31,818	18,000	177%	18,267	174%	Retail	118,594	60,500	196%	60,866	195%	110,100	183,418
36,323	19,850	183%	20,066	181%	Total Revenues	138,269	73,360	188%	73,598	188%	130,620	214,279
					COST OF GOODS SOLD							
21,473	11,520	186%	13,796	156%	COGS - Merchandise	84,178	38,720	217%	41,631	202%	70,464	121,488
21,473	11,520	186%	13,796	156%	Total COGS	84,178	38,720	217%	41,631	202%	70,464	121,488
14,850	8,330	178%	6,270	237%	GROSS MARGIN	54,091	34,640	156%	31,967	169%	60,156	92,791
67.49%	64.00%	105.45%	75.52%	89.36%	COGS - Merchandise %	70.98%	64.00%	110.91%	68.40%	103.78%	64.00%	759.59%
					PAYROLL							
4,641	0	0%	0	0%	Gross Payroll - Salaried	18,745	0	0%	0	0%	0	18,745
6,045	6,767	89%	6,461	94%	Gross Payroll - Hourly	32,755	39,419	83%	36,232	90%	80,159	69,449
10,686	6,767	158%	6,461	165%	S/T Wages	51,500	39,419	131%	36,232	142%	80,159	88,195
809	518	156%	502	161%	Payroll Tax - FICA	3,920	3,016	130%	2,779	141%	6,132	6,737
67	167	40%	29	231%	Payroll Tax - UC	224	718	31%	241	93%	1,484	361
264	140	189%	172	153%	Payroll Tax - WC	988	782	126%	729	136%	1,624	1,733
621	579	107%	888	70%	Benefits	3,884	3,468	112%	3,483	112%	7,045	7,414
1,761	1,404	125%	1,591	111%	S/T Adders	9,015	7,984	113%	7,232	125%	16,285	16,264
12,447	8,170	152%	8,052	155%	TOTAL PAYROLL	60,516	47,404	128%	43,464	139%	96,444	104,459
					OPERATING EXPENSES							
0	50	0%	14	0%	Office Supplies	0	300	0%	24	0%	600	252
798	0	0%	0	0%	Supplies	3,291	0	0%	0	0%	200	7,154
1,271	50	2542%	0	0%	Tournament Expense	1,317	300	439%	98	1341%	600	1,462
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
0	50	0%	0	0%	Lesson Expense	0	300	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	97	0%	0	947
2,069	150	1379%	14	14506%	TOTAL OPERATING EXPENSES	10,643	5,525	193%	4,748	224%	7,575	16,968
334	10	3509%	(1,797)	-19%	EBITDA	(17,068)	(18,289)	93%	(16,245)	105%	(43,863)	(28,636)
334	10	3509%	(1,797)	-19%	NET INCOME	(17,068)	(18,289)	93%	(16,245)	105%	(43,863)	(28,636)

The Golf Club at Cypress Head
G & A
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
13,512	11,076	122%	10,659	127%	Gross Payroll - Salaried	74,233	64,762	115%	62,481	119%	131,217	140,508
49	0	0%	0	0%	Gross Payroll - Hourly	310	0	0%	0	0%	0	310
13,560	11,076	122%	10,659	127%	S/T Wages	74,543	64,762	115%	62,481	119%	131,217	140,818
857	847	101%	760	113%	Payroll Tax - FICA	4,857	4,954	98%	4,374	111%	10,038	9,438
0	0	0%	(307)	0%	Payroll Tax - UC	112	519	22%	(130)	-87%	519	112
356	229	155%	283	125%	Payroll Tax - WC	1,457	1,285	113%	1,228	119%	2,658	2,717
2,530	2,596	97%	2,092	121%	Benefits	17,256	15,558	111%	9,865	175%	31,628	25,990
3,743	3,673	102%	2,828	132%	S/T Adders	23,682	22,316	106%	15,338	154%	44,843	38,257
17,303	14,748	117%	13,487	128%	TOTAL PAYROLL	98,226	87,078	113%	77,819	126%	176,060	179,075
OPERATING EXPENSES												
743	450	165%	434	171%	Janitorial Supplies	4,007	4,300	93%	4,316	93%	8,000	7,117
174	100	174%	0	0%	Laundry/Uniforms	1,504	1,600	94%	924	163%	2,200	2,099
215	200	108%	411	52%	Office Supplies	3,927	2,200	178%	2,660	148%	3,600	5,668
16	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
121	250	48%	119	102%	Alarm System	1,048	1,500	70%	1,354	77%	3,000	1,763
420	160	262%	160	263%	Computer Service	2,640	960	275%	959	275%	1,920	3,599
650	650	100%	0	0%	Contract Cleaning	3,943	3,900	101%	3,248	121%	7,800	8,193
23	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
379	0	0%	0	0%	Repair & Maint - Equipment	679	500	136%	506	134%	500	4,503
936	1,500	62%	1,410	66%	Repair & Maint - Building	2,099	4,500	47%	4,349	48%	6,700	6,370
206	206	100%	352	59%	Off-Site Storage	1,236	1,236	100%	1,056	117%	2,472	2,217
2,121	2,000	106%	1,708	124%	Utilities - Other	11,893	12,000	99%	10,740	111%	24,000	25,702
197	200	98%	380	52%	Utilities - Telephone/Fax	1,238	1,200	103%	1,101	112%	2,400	2,350
397	400	99%	249	159%	Bank Charges	2,133	2,400	89%	1,978	108%	4,800	4,302
(79)	0	0%	(48)	165%	Cash Short/(Over)	(451)	0	0%	(146)	309%	0	(942)
240	240	100%	200	120%	Cell Phone	1,440	1,440	100%	1,200	120%	2,880	2,640
4,778	4,269	112%	4,269	112%	City Surcharge R & R	21,843	21,695	101%	21,695	101%	38,940	40,234
6,023	4,400	137%	4,418	136%	Credit Card Discounts	25,460	22,500	113%	22,491	113%	36,500	45,544
0	0	0%	0	0%	Donations	(10)	0	0%	(5)	200%	0	568
0	0	0%	0	0%	Dues & Subscriptions	2,037	380	536%	385	529%	1,880	3,251
2,759	50	5519%	(854)	-323%	Employee Relations	3,443	1,250	275%	(26)	-13365%	1,550	3,823
7,675	6,700	115%	6,130	125%	Insurance Expense	46,051	40,200	115%	36,778	125%	80,400	87,567
(4)	50	-9%	(30)	15%	Member Relations	(1,287)	300	-429%	2,418	-53%	600	(1,214)
0	0	0%	2,081	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
565	350	161%	421	134%	Payroll Processing Fee	2,658	2,250	118%	2,495	107%	4,350	5,246
246	300	82%	319	77%	Postage/Shipping	1,262	1,150	110%	1,236	102%	1,750	2,747
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(110)	0	0%	(180)	61%	0	(215)
0	100	0%	0	0%	Travel - Meals	246	1,500	16%	1,088	23%	2,100	273
4	100	4%	36	10%	Travel - Other	9,790	600	1632%	1,008	971%	1,200	12,073
0	0	0%	20	0%	Employee Meals	25	0	0%	20	125%	0	25
28,773	22,675	127%	22,154	130%	TOTAL OPERATING EXPENSES	172,525	139,761	123%	135,729	127%	250,742	305,516
(46,076)	(37,423)	123%	(35,641)	129%	EBITDA	(270,751)	(226,839)	119%	(213,547)	127%	(426,802)	(484,591)
6,400	6,434	99%	6,307	101%	Management Fee	38,274	38,604	99%	37,845	101%	77,208	76,245
6,400	6,434	99%	6,307	101%	Management Fees	38,274	38,604	99%	37,845	101%	77,208	76,245
23	23	100%	23	100%	Deprec - Mach & Equip	139	139	100%	139	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	434	434	100%	434	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	573	573	100%	573	100%	1,146	1,146
(52,572)	(43,953)	120%	(42,043)	125%	NET INCOME	(309,598)	(266,016)	116%	(251,965)	123%	(505,156)	(561,982)

The Golf Club at Cypress Head
Marketing
For the Six Months Ending March 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
1,697	3,909	43%	4,250	40%	Gross Payroll - Salaried	20,800	22,617	92%	22,559	92%	46,070	46,406
1,628	0	0%	0	0%	Gross Payroll - Hourly	1,628	0	0%	0	0%	0	1,628
3,324	3,909	85%	4,250	78%	S/T Wages	22,427	22,617	99%	22,559	99%	46,070	48,034
250	299	84%	304	82%	Payroll Tax - FICA	1,724	1,730	100%	1,596	108%	3,524	3,425
0	27	0%	0	0%	Payroll Tax - UC	57	349	16%	88	65%	438	57
82	81	102%	107	77%	Payroll Tax - WC	441	449	98%	446	99%	933	899
45	44	103%	880	5%	Benefits	288	253	114%	3,867	7%	516	2,758
378	450	84%	1,291	29%	S/T Adders	2,510	2,780	90%	5,996	42%	5,411	7,140
3,702	4,359	85%	5,541	67%	TOTAL PAYROLL	24,937	25,398	98%	28,555	87%	51,481	55,174
					OPERATING EXPENSES							
566	1,400	40%	1,338	42%	Advertising & Promotion	5,547	9,400	59%	9,179	60%	23,400	20,254
566	1,400	40%	1,338	42%	TOTAL OPERATING EXPENSES	5,547	9,400	59%	9,179	60%	23,400	20,254
(4,268)	(5,759)	74%	(6,879)	62%	EBITDA	(30,485)	(34,798)	88%	(37,734)	81%	(74,881)	(75,428)
(4,268)	(5,759)	74%	(6,879)	62%	NET INCOME	(30,485)	(34,798)	88%	(37,734)	81%	(74,881)	(75,428)

**The Golf Club at Cypress Head
Course Cash Flow Report
March 31, 2023**

	<u>March</u>	<u>YTD</u>
EBITDA	\$83,392.85	\$177,600.33
Management Fee Expense	(6,400.00)	(38,273.85)
Depreciation & Amortization	(95.53)	(573.18)
Net Income	76,897.32	138,753.30
Working Capital Changes		
Inventory	(6,200.81)	(64,868.99)
Receivables	(171.36)	93,394.29
Payables	(4,887.75)	75,590.82
Due to from the City	304.58	1,466.42
Prepays	(9,056.54)	9,325.65
Accrued Liabilities	(26,635.53)	13,966.71
Other Liabilities	7,467.27	(78,715.61)
Depreciation & Amortization	95.53	573.18
Operating Cash Flow	37,812.71	189,485.77
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>37,812.71</u>	<u>189,485.77</u>
Beginning Cash	407,106.30	255,433.24
Net Cash Flows	<u>37,812.71</u>	<u>189,485.77</u>
Ending Cash	<u>444,919.01</u>	<u>444,919.01</u>



April 18, 2023

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for March 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING MARCH 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 147,881	\$ 107,993	\$ 39,888		\$ 652,002	\$ 569,812	\$ 540,329	\$ 82,190
Cart Fees	\$ 67,610	\$ 58,950	\$ 8,660		\$ 317,399	\$ 279,960	\$ 323,525	\$ 37,439
Range	\$ 8,745	\$ 5,400	\$ 3,345		\$ 34,257	\$ 29,000	\$ 29,035	\$ 5,257
Pro- Shop Revenues	\$ 36,323	\$ 19,850	\$ 16,473		\$ 138,269	\$ 73,360	\$ 73,598	\$ 64,909
City Surcharge R/R	\$ 4,778	\$ 4,300	\$ 478		\$ 21,843	\$ 21,400	\$ 21,695	\$ 443
Total Revenue	\$ 265,337	\$ 196,493	\$ 68,844		\$ 1,163,770	\$ 973,532	\$ 988,182	\$ 190,238
Cost of Sales	\$ 21,473	\$ 11,520	\$ 9,953		\$ 84,178	\$ 38,720	\$ 41,631	\$ 45,458
Merchandise	\$ 21,473	\$ 11,520	\$ 9,953	49%	\$ 84,178	\$ 38,720	\$ 41,631	\$ 45,458 62%
Gross Margin	\$ 243,864	\$ 184,973	\$ 58,891		\$ 1,079,592	\$ 934,812	\$ 946,551	\$ 144,780
Total Payroll	\$ 89,045	\$ 74,901	\$ 14,144		\$ 486,160	\$ 440,225	\$ 421,973	\$ 45,935
Total Operating Expenses	\$ 71,425	\$ 59,696	\$ 11,729		\$ 415,831	\$ 354,112	\$ 310,744	\$ 61,719
EBITDA	\$ 83,394	\$ 50,376	\$ 33,018		\$ 177,601	\$ 140,475	\$ 213,834	\$ 37,126
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 38,847	\$ 39,177	\$ 38,418	\$ (330)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 38,274	\$ 38,604	\$ 37,845	\$ (330)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 573	\$ 573	\$ 573	\$ -
Net Cash From Ops	\$ 76,898	\$ 43,846	\$ 33,052		\$ 138,754	\$ 101,298	\$ 175,416	\$ 37,456
Rounds								
Total Rounds	5,994	5,205	789		27,306	23,856	27,035	3,450
Paid Rounds	5,285	4,539	746		23,690	20,434	23,161	3,256
Avg. GF/CF Total rounds	\$35.95	\$32.07	\$ 3.88		\$35.50	\$35.62	\$31.95	\$ (0.12)
Avg. GF/CF Paid rounds	\$40.77	\$36.78	\$ 3.99		\$40.92	\$41.59	\$37.30	\$ (0.67)
Avg. Merchandise/round	\$6.06	\$3.81	\$ 2.25		\$5.06	\$3.08	\$2.72	\$ 1.99

Overview:

- Total revenues for March finished well ahead of projected budget for the month. With 1.61" of rain recorded in March, the golf course realized one unplayable day. Total Revenues came in at \$265.3K and exceeded budget by 35%. We played 5,994 total rounds to a budget of 5,205 (over by 789).
- Total Payroll for the month was \$89K, over by \$14.1K. Total Operating Expenses were \$71.4K.
- While rounds exceeded budget by 15%, green fee revenue exceeded budget by 37%, signifying a more positive correlation. Our range revenue (\$8.7K) exceeded budget by \$3.3K and the new yellow balls are getting rave reviews.
- We made up some significant ground on EBITDA, exceeding our monthly budget by \$33K.

CAPEX Projects:

We continued our in-house cart path repair plan, with more repairs on the path on #6 and #17. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 5,994 total rounds for the month which included 5,285 paid rounds, 414 Annual Pass rounds and 295 other rounds. The round type for the month included 4,492 eighteen-hole rounds and 1,502 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow. We are preparing for a new POS conversion and new website coming in mid-April.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented to control the flow of play off the first tee. While this presents an increase in payroll, their presence has improved the golf experience and added to our level of service regarding on course attention.

MARCH 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	5,285	4,539	4,660	23,690	20,434	23,161
ANNUAL	414	404	414	2,109	2,062	2,338
OTHER	295	262	246	1,507	1,360	1,536
TOTAL ROUNDS	5,994	5,205	5,320	27,306	23,856	27,035

Departmental Summaries:

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 1.61" of rain in March, affecting one Friday and costing us about 200 rounds.

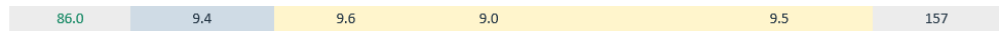
Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$16.5K in March.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$2.5K in lessons in March. We continued our Saturday PDP Clinics in March and saw great participation. Our Monday clinics continued in March and were a weekly sellout.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.
- We hosted several small outings in March with over 250 players, generating over \$11.1k in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 10,716 unique e-mail addresses. Our Facebook followers are up to 1,480 (up 9) and Instagram is up to 411 (up 20) followers.
- Nightly surveys continued to be strong in March, highlighted by 157 surveys being submitted and an NPS of 86.0. (Please see table below).
- Outside tournament bookings are very strong as we prepare for the 2023 season.

Cypress Head Golf Club





We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 86.0 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

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

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.
- Cypress Head will see many technological advances beginning in April with the point of sale transition to Lightspeed, a new website complete with drone hole-by-hole flyovers, and a new True Review survey platform powered by Medallia.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Seven Months Ending April 30, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	173,758	1,037,612	1,557,815	67%	193,774	1,163,175	1,259,492	92%
Merchandise	13,066	73,932	125,691	59%	26,833	145,427	90,550	161%
Other Pro Shop	1,125	13,857	23,918	58%	2,977	22,651	19,063	119%
Range	4,818	33,852	51,597	66%	7,745	42,002	44,300	95%
Other Operating Revenues	4,245	25,939	40,086	65%	3,996	25,838	36,122	72%
TOTAL REVENUE	197,011	1,185,193	1,799,106	66%	235,325	1,399,094	1,449,526	97%
COST OF SALES								
Merchandise	5,096	46,727	78,941	59%	18,085	102,263	55,236	185%
TOTAL COGS	5,096	46,727	78,941	59%	18,085	102,263	55,236	185%
COGS - Merchandise %	39.0%	63.2%	62.8%	100.6%	67.4%	70.3%	61.0%	115.3%
PAYROLL								
Course and Grounds	35,481	254,127	430,587	59%	36,722	268,016	416,997	64%
Carts, Range, Starters, Etc.	10,252	63,742	108,062	59%	16,570	87,757	98,064	89%
Pro Shop	6,387	49,851	87,407	57%	11,852	72,368	85,253	85%
General and Administrative	12,644	90,463	158,668	57%	16,471	114,697	160,946	71%
Marketing	4,091	32,646	58,791	56%	2,476	27,413	48,841	56%
TOTAL PAYROLL	68,855	490,828	843,515	58%	84,091	570,250	810,100	70%
OPERATING EXPENSES								
Course and Grounds	27,515	154,621	306,972	50%	27,236	183,118	264,162	69%
Carts, Range, Starters, Etc.	7,305	41,288	64,844	64%	9,778	81,012	88,006	92%
Pro Shop	0	4,748	11,073	43%	1,504	12,147	7,085	171%
General and Administrative	24,793	160,522	268,720	60%	24,549	197,075	227,125	87%
Marketing	1,802	10,981	23,886	46%	6,400	11,947	23,190	52%
TOTAL OPERATING EXPENSES	61,415	372,160	675,495	55%	69,467	485,298	609,568	80%
TOTAL EXPENSES	135,366	909,715	1,597,951	57%	171,644	1,157,812	1,474,903	79%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(44,152)	(75,816)	58%	(6,400)	(44,674)	(76,432)	58%
Depreciation & Amortization	(96)	(669)	(1,146)	58%	(96)	(669)	(1,146)	58%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(44,821)	(76,962)	58%	(6,496)	(45,343)	(77,578)	58%
NET INCOME	55,242	230,657	124,193	186%	57,186	195,939	(102,955)	-190%
=====								
Paid Rounds	4,574	27,735	42,729		4,537	28,227	37,780	
Annual Pass Rounds	430	2,768	4,406		406	2,515	4,748	
Other Rounds	281	1,817	3,036		247	1,754	2,636	
Total Rounds	5,285	32,320	50,171		5,190	32,496	45,164	
Revenue/Paid Rounds	43	43	42		52	50	46	
Revenue/Total Rounds	37	37	36		45	43	39	

**The Golf Club at Cypress Head
Course Cash Flow Report
April 30, 2023**

	<u>April</u>	<u>YTD</u>
EBITDA	\$63,681.19	\$241,281.52
Management Fee Expense	(6,400.00)	(44,673.85)
Depreciation & Amortization	(95.53)	(668.71)
Net Income	57,185.66	195,938.96
Working Capital Changes		
Inventory	(785.95)	(65,654.94)
Receivables	(2,410.59)	90,983.70
Payables	(20,121.57)	55,469.25
Due to from the City	(757.99)	708.43
Prepays	8,179.96	17,505.61
Accrued Liabilities	3,840.21	17,806.92
Other Liabilities	(22,846.88)	(101,562.49)
Depreciation & Amortization	95.53	668.71
Operating Cash Flow	22,378.38	211,864.15
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>22,378.38</u>	<u>211,864.15</u>
Beginning Cash	444,919.01	255,433.24
Net Cash Flows	<u>22,378.38</u>	<u>211,864.15</u>
Ending Cash	<u>467,297.39</u>	<u>467,297.39</u>

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2023

	<u>04/30/23</u>	<u>09/30/22</u>	<u>04/30/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	447,350	242,333	357,686
Cash - Payroll	18,597	11,750	37,210
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>467,297</u>	<u>255,433</u>	<u>396,247</u>
Accounts Receivable			
A/R Member	<u>2,826</u>	<u>93,810</u>	<u>2,557</u>
Total Accounts Recievable	<u>2,826</u>	<u>93,810</u>	<u>2,557</u>
Other Current Assets			
Inventory - Merchandise	86,832	21,177	30,263
Prepaid Insurance	14,567	38,909	11,579
Prepaid Exp - Other	<u>19,672</u>	<u>12,835</u>	<u>20,792</u>
Total Other Current Assets	<u>121,071</u>	<u>72,922</u>	<u>62,634</u>
TOTAL CURRENT ASSETS	<u>591,194</u>	<u>422,164</u>	<u>461,438</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(31,783)</u>	<u>(31,115)</u>	<u>(30,637)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,365</u>	<u>5,033</u>	<u>5,511</u>
TOTAL ASSETS	<u><u>595,559</u></u>	<u><u>427,198</u></u>	<u><u>466,949</u></u>

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2023

	<u>04/30/23</u>	<u>09/30/22</u>	<u>04/30/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	83,409	27,940	79,830
Accts Pay - Other	123,538	122,830	(4,487)
Accrued Expenses	2,108	3,075	0
Accrued Payroll	32,887	22,112	22,555
Accrued Taxes	13,804	5,805	12,084
Deferred Revenue	<u>143,674</u>	<u>245,237</u>	<u>126,310</u>
TOTAL CURRENT LIABILITIES	<u>399,421</u>	<u>426,999</u>	<u>236,292</u>
 TOTAL LIABILITIES	 <u>399,421</u>	 <u>426,999</u>	 <u>236,292</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>196,138</u>	<u>199</u>	<u>230,657</u>
Net Retained Earnings	<u>196,138</u>	<u>199</u>	<u>230,657</u>
Stockholders Equity	<u>196,138</u>	<u>199</u>	<u>230,657</u>
TOTAL STOCKHOLDER'S EQUITY	<u>196,138</u>	<u>199</u>	<u>230,657</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>595,559</u></u>	 <u><u>427,198</u></u>	 <u><u>466,949</u></u>

The Golf Club at Cypress Head
For the Month Ending April 30, 2023

	04/30/22	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23
REVENUES													
Green Fees & Cart Fees	173,758.14	141,552.86	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07
Merchandise	13,066.12	15,134.23	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45
Other Pro Shop	1,125.00	1,976.00	3,805.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,904.00	4,505.00	2,976.50
Range	4,817.50	4,512.00	3,733.68	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13
Other Operating Revenues	4,244.57	3,530.17	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63
TOTAL REVENUE	197,011.33	166,705.26	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78
COST OF SALES													
Merchandise	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38
TOTAL COGS	5,096.01	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38
COGS - Merchandise %	39.0%	82.1%	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%
PAYROLL													
Course and Grounds	35,481.09	34,468.36	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96
Carts, Range, Starters, Etc.	10,252.13	9,623.80	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79
Pro Shop	6,387.14	6,971.60	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,854.01	10,570.48	11,008.79	12,447.03	11,852.05
General and Administrative	12,643.91	12,937.87	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00
Marketing	4,090.93	6,733.56	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00
TOTAL PAYROLL	68,855.20	70,735.19	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80
OPERATING EXPENSES													
Course and Grounds	27,514.83	29,643.87	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,894.10	29,630.97	27,235.88
Carts, Range, Starters, Etc.	7,305.48	4,919.14	5,245.82	4,226.77	4,372.60	4,791.98	9,137.25	12,405.83	11,790.97	13,003.55	14,509.57	10,986.39	9,778.26
Pro Shop	0.00	19.66	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88
General and Administrative	24,792.88	22,349.22	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16
Marketing	1,802.05	2,710.57	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23
TOTAL OPERATING EXPENSE	61,415.24	59,642.46	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41
TOTAL EXPENSES	135,366.45	142,802.66	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59
EBITDA	61,644.88	23,902.60	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19

For the Month Ending April 30, 2023

[illegible]

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended April 30, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	0	0	0	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	0	0	0	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	0	0	0	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	0	0	0	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	0	0	0	0	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	0	0	0	0	0
Due to from the City	960	239	1	(196)	158	305	(758)	0	0	0	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	0	0	0	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	0	0	0	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	0	0	0	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	423,696	423,696	423,696	423,696
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	0	0	0	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	467,297	423,696	423,696	423,696	423,696

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 4/1/2023
Account: First

To:
4/30/2023
Last

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$422,847.57	\$252,835.13	\$228,332.63	\$24,502.50	\$447,350.07
	10050-5950-900	Cash - Course Payroll BMO	\$20,721.44	\$66,000.00	\$68,124.12	(\$2,124.12)	\$18,597.32
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$415.35	\$25,287.46	\$22,876.87	\$2,410.59	\$2,825.94
	12000-5950-900	Inventory - Merchandise	\$86,046.37	\$42,732.22	\$41,946.27	\$785.95	\$86,832.32
	13020-5950-900	Prepaid Insurance	\$22,242.22	\$0.00	\$7,675.12	(\$7,675.12)	\$14,567.10
	13040-5950-900	Prepaid Exp - Other	\$20,176.36	\$0.00	\$504.84	(\$504.84)	\$19,671.52
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,855.66)	\$0.00	\$23.12	(\$23.12)	(\$4,878.78)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,832.17)	\$0.00	\$72.41	(\$72.41)	(\$26,904.58)
	30000-5950-900	Accts Pay - Trade	(\$103,530.56)	\$120,256.48	\$100,134.91	\$20,121.57	(\$83,408.99)
	30040-5950-900	Accts Pay - Other	(\$124,296.30)	\$17,081.86	\$16,323.87	\$757.99	(\$123,538.31)
	31000-5950-900	Accrued Expenses	(\$73.73)	\$73.73	\$2,107.78	(\$2,034.05)	(\$2,107.78)
	31020-5950-900	Accrued Payroll	(\$29,069.08)	\$17,566.93	\$21,197.01	(\$3,630.08)	(\$32,699.16)
	31080-5950-900	Accrued Tips Payable	(\$135.00)	\$1,111.00	\$1,164.00	(\$53.00)	(\$188.00)
	31220-5950-900	Accrued Sales Tax	(\$15,681.32)	\$16,459.19	\$14,582.27	\$1,876.92	(\$13,804.40)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,995.63	\$3,995.63	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,972.41)	\$1,317.66	\$1,431.12	(\$113.46)	(\$4,085.87)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$42,852.93)	\$17,058.48	\$10,466.48	\$6,592.00	(\$36,260.93)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$15,744.27)	\$2,624.03	\$0.00	\$2,624.03	(\$13,120.24)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$18,116.60)	\$3,019.44	\$0.00	\$3,019.44	(\$15,097.16)
	32070-5950-900	Deferred Rev - Gift Cards	(\$34,931.56)	\$1,672.42	\$1,975.55	(\$303.13)	(\$35,234.69)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,897.40)	\$4,073.69	\$1,557.44	\$2,516.25	(\$10,381.15)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$38,005.83)	\$8,511.75	\$0.00	\$8,511.75	(\$29,494.08)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$33,040.69)	\$0.00	\$5,643.47	(\$5,643.47)	(\$38,684.16)
	5002A-5950-100	Green Fee - Annual	\$0.00	\$0.00	\$314.97	(\$314.97)	(\$314.97)
	5003A-5950-100	Green Fee - Group	(\$82,583.50)	\$1,628.15	\$7,185.18	(\$5,557.03)	(\$88,140.53)
	50040-5950-100	Green Fees - Member	(\$3,455.11)	\$317.20	\$2,098.99	(\$1,781.79)	(\$5,236.90)
	5005A-5950-100	Green Fee - Hotel	\$0.00	\$0.00	\$50.74	(\$50.74)	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$598.56)	\$15.04	\$156.75	(\$141.71)	(\$740.27)
	50070-5950-100	Green Fees - (surcharge)	(\$21,844.64)	\$4,520.75	\$9,192.19	(\$4,671.44)	(\$26,516.08)
	5007A-5950-100	Green Fee - League	(\$68,368.80)	\$562.91	\$8,124.44	(\$7,561.53)	(\$75,930.33)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$65,876.17)	\$1,112.92	\$19,686.46	(\$18,573.54)	(\$84,449.71)
	5012A-5950-100	Green Fee - Outing	(\$43,619.25)	\$0.00	\$11,482.12	(\$11,482.12)	(\$55,101.37)
	5014A-5950-100	Green Fee - Resident	(\$199,339.75)	\$4,854.73	\$43,161.27	(\$38,306.54)	(\$237,646.29)
	5015A-5950-100	Green Fee - Senior	(\$132,349.47)	\$1,181.46	\$34,614.11	(\$33,432.65)	(\$165,782.12)
	5017A-5950-100	Green Fee - Trade	\$0.00	\$0.00	\$92.00	(\$92.00)	(\$92.00)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$867.33)	\$0.00	\$1,147.80	(\$1,147.80)	(\$2,015.13)
	50500-5950-200	Cart Fee 18	(\$273,267.20)	\$3,192.24	\$59,697.23	(\$56,504.99)	(\$329,772.19)
	50520-5950-200	Cart Fee - Annual Trail	(\$44,131.67)	\$0.00	\$8,511.75	(\$8,511.75)	(\$52,643.42)
	52090-5950-600	Handicap Fee	(\$5,139.00)	\$0.00	\$25.00	(\$25.00)	(\$5,164.00)
	52150-5950-600	Lessons	(\$11,051.00)	\$415.00	\$2,406.50	(\$1,991.50)	(\$13,042.50)
	52280-5950-600	Rental Clubs	(\$3,484.66)	\$50.00	\$1,010.00	(\$960.00)	(\$4,444.66)
	52310-5950-600	Retail	(\$118,594.00)	\$1,004.10	\$27,837.55	(\$26,833.45)	(\$145,427.45)
	53050-5950-220	Range Pass Revenue	(\$34,256.69)	\$613.07	\$8,358.20	(\$7,745.13)	(\$42,001.82)
	56120-5950-100	City Surcharge R & R	(\$21,842.76)	\$0.00	\$3,995.63	(\$3,995.63)	(\$25,838.39)
	60000-5950-600	COGS - Merchandise - Accessories	\$84,178.09	\$36,170.76	\$18,085.38	\$18,085.38	\$102,263.47
	70000-5950-100	Gross Payroll - Salaried	\$65,205.11	\$13,474.87	\$2,549.30	\$10,925.57	\$76,130.68
	70000-5950-600	Gross Payroll - Salaried	\$18,745.36	\$4,933.22	\$807.70	\$4,125.52	\$22,870.88

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-900	Gross Payroll - Salaried	\$74,232.96	\$15,670.36	\$2,875.27	\$12,795.09	\$87,028.05
	70000-5950-950	Gross Payroll - Salaried	\$20,799.71	\$630.73	\$0.00	\$630.73	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$135,114.55	\$24,766.00	\$4,589.31	\$20,176.69	\$155,291.24
	70010-5950-200	Gross Payroll - Hourly	\$64,581.98	\$18,339.77	\$3,395.38	\$14,944.39	\$79,526.37
	70010-5950-600	Gross Payroll - Hourly	\$32,754.91	\$7,803.69	\$1,723.08	\$6,080.61	\$38,835.52
	70010-5950-900	Gross Payroll - Hourly	\$310.42	\$107.21	\$18.70	\$88.51	\$398.93
	70010-5950-950	Gross Payroll - Hourly	\$1,627.70	\$2,163.29	\$519.84	\$1,643.45	\$3,271.15
	71000-5950-100	Payroll Tax - FICA	\$14,859.90	\$2,846.75	\$546.10	\$2,300.65	\$17,160.55
	71000-5950-200	Payroll Tax - FICA	\$5,092.49	\$1,469.58	\$259.73	\$1,209.85	\$6,302.34
	71000-5950-600	Payroll Tax - FICA	\$3,919.81	\$963.69	\$181.37	\$782.32	\$4,702.13
	71000-5950-900	Payroll Tax - FICA	\$4,856.86	\$1,086.56	\$221.38	\$865.18	\$5,722.04
	71000-5950-950	Payroll Tax - FICA	\$1,724.04	\$213.75	\$39.77	\$173.98	\$1,898.02
	71010-5950-100	Payroll Tax - UC	\$615.21	\$21.39	\$0.00	\$21.39	\$636.60
	71010-5950-200	Payroll Tax - UC	\$452.57	\$131.30	\$0.00	\$131.30	\$583.87
	71010-5950-600	Payroll Tax - UC	\$223.72	\$54.54	\$0.00	\$54.54	\$278.26
	71010-5950-900	Payroll Tax - UC	\$112.15	\$0.55	\$0.00	\$0.55	\$112.70
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$3,861.34	\$584.40	\$0.00	\$584.40	\$4,445.74
	71020-5950-200	Payroll Tax - WC	\$1,222.32	\$276.37	\$0.00	\$276.37	\$1,498.69
	71020-5950-600	Payroll Tax - WC	\$987.71	\$195.43	\$0.00	\$195.43	\$1,183.14
	71020-5950-900	Payroll Tax - WC	\$1,457.06	\$236.74	\$0.00	\$236.74	\$1,693.80
	71020-5950-950	Payroll Tax - WC	\$440.82	\$0.00	\$0.00	\$0.00	\$440.82
	71030-5950-100	Benefits	\$11,638.31	\$6,316.61	\$3,603.35	\$2,713.26	\$14,351.57
	71030-5950-200	Benefits	(\$162.52)	\$589.97	\$582.09	\$7.88	(\$154.64)
	71030-5950-600	Benefits	\$3,884.04	\$1,191.93	\$578.30	\$613.63	\$4,497.67
	71030-5950-900	Benefits	\$17,256.07	\$4,788.61	\$2,303.68	\$2,484.93	\$19,741.00
	71030-5950-950	Benefits	\$287.67	\$139.21	\$111.37	\$27.84	\$315.51
	80110-5950-200	Cart Supplies	\$583.60	\$135.92	\$18.98	\$116.94	\$700.54
	80120-5950-100	Chemicals	\$2,888.47	\$886.18	\$0.00	\$886.18	\$3,774.65
	80170-5950-100	Course Accessories	\$1,994.13	\$5,760.52	\$2,673.50	\$3,087.02	\$5,081.15
	80230-5950-100	Fertilizer	\$31,641.61	\$7,058.43	\$0.00	\$7,058.43	\$38,700.04
	80250-5950-100	Flowers/Decor	\$1,467.26	\$0.00	\$0.00	\$0.00	\$1,467.26
	80270-5950-100	Fuel	\$9,315.06	\$1,056.54	\$0.00	\$1,056.54	\$10,371.60
	80280-5950-100	Fungicides	\$1,266.92	\$0.00	\$0.00	\$0.00	\$1,266.92
	80320-5950-100	Herbicides	\$20,089.09	\$655.00	\$0.00	\$655.00	\$20,744.09
	80370-5950-100	Insecticides	\$1,029.19	\$0.00	\$0.00	\$0.00	\$1,029.19
	80380-5950-900	Janitorial Supplies	\$4,006.67	\$1,002.38	\$0.00	\$1,002.38	\$5,009.05
	80420-5950-900	Laundry/Uniforms	\$1,504.31	\$0.00	\$0.00	\$0.00	\$1,504.31
	80520-5950-600	Office Supplies	\$0.00	\$138.46	\$0.00	\$138.46	\$138.46
	80520-5950-900	Office Supplies	\$3,926.95	\$1,197.93	\$0.00	\$1,197.93	\$5,124.88
	80590-5950-600	Printing	\$0.00	\$1,090.00	\$0.00	\$1,090.00	\$1,090.00
	80590-5950-900	Printing	\$15.50	\$0.00	\$0.00	\$0.00	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$0.00	\$0.00	\$0.00	\$5,792.14
	80620-5950-220	Range Equipment	\$671.81	\$0.00	\$0.00	\$0.00	\$671.81
	80630-5950-220	Range Expenses	\$1,557.41	\$0.00	\$0.00	\$0.00	\$1,557.41
	80690-5950-100	Sand/Topdress	\$4,961.01	\$0.00	\$0.00	\$0.00	\$4,961.01
	80710-5950-100	Seeds/Trees	\$5,560.00	\$1,450.00	\$0.00	\$1,450.00	\$7,010.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$405.19	\$0.00	\$0.00	\$0.00	\$405.19
	80780-5950-200	Supplies	\$2,793.57	\$112.44	\$0.00	\$112.44	\$2,906.01
	80780-5950-600	Supplies	\$3,291.46	\$275.42	\$0.00	\$275.42	\$3,566.88
	80810-5950-600	Tournament Expense	\$1,317.39	\$0.00	\$0.00	\$0.00	\$1,317.39
	81010-5950-900	Alarm System	\$1,048.46	\$139.00	\$0.00	\$139.00	\$1,187.46
	81090-5950-200	Cart Repairs	\$1,402.62	\$200.00	\$0.00	\$200.00	\$1,602.62
	81130-5950-900	Computer Service	\$2,639.79	\$254.74	\$0.00	\$254.74	\$2,894.53
	81140-5950-900	Contract Cleaning	\$3,943.40	\$787.50	\$0.00	\$787.50	\$4,730.90
	81200-5950-900	Guest Relations	\$8,258.39	\$0.00	\$0.00	\$0.00	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,034.00	\$0.00	\$0.00	\$0.00	\$6,034.00
	81250-5950-100	Irrigation	\$4,357.63	\$175.00	\$0.00	\$175.00	\$4,532.63
	81340-5950-100	Repair & Maint - Paths	\$171.47	\$0.00	\$0.00	\$0.00	\$171.47

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-100	Repair & Maint - Equipment	\$12,805.97	\$1,631.42	\$23.73	\$1,607.69	\$14,413.66
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$678.83	\$0.00	\$0.00	\$0.00	\$678.83
	81360-5950-100	Repair & Maint - Building	\$854.49	\$399.00	\$0.00	\$399.00	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$2,098.91	\$993.40	\$0.00	\$993.40	\$3,092.31
	82000-5950-200	Cart Lease	\$51,462.00	\$8,577.00	\$0.00	\$8,577.00	\$60,039.00
	82020-5950-100	Equipment Lease	\$42,840.00	\$7,140.00	\$0.00	\$7,140.00	\$49,980.00
	82060-5950-900	Off-Site Storage	\$1,236.00	\$206.00	\$0.00	\$206.00	\$1,442.00
	83000-5950-100	Utilities - Electric	\$1,658.78	\$302.98	\$0.00	\$302.98	\$1,961.76
	83000-5950-200	Utilities - Electric	\$3,770.41	\$771.88	\$0.00	\$771.88	\$4,542.29
	83020-5950-100	Utilities - Other	\$9,377.41	\$3,197.92	\$0.00	\$3,197.92	\$12,575.33
	83020-5950-900	Utilities - Other	\$11,892.95	\$2,885.92	\$655.93	\$2,229.99	\$14,122.94
	83030-5950-900	Utilities - Telephone/Fax	\$1,237.57	\$196.87	\$0.00	\$196.87	\$1,434.44
	83050-5950-100	Utilities - Water	\$1,391.67	\$220.12	\$0.00	\$220.12	\$1,611.79
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$5,547.26	\$1,450.23	\$50.00	\$1,400.23	\$6,947.49
	84110-5950-950	Adv/Promo - Website	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
	85020-5950-900	Bank Charges	\$2,132.64	\$650.13	\$304.40	\$345.73	\$2,478.37
	85050-5950-900	Cash Short/(Over)	(\$450.67)	\$624.20	\$416.52	\$207.68	(\$242.99)
	85060-5950-900	Cell Phone	\$1,440.00	\$240.00	\$0.00	\$240.00	\$1,680.00
	85070-5950-900	City Surcharge R & R	\$21,842.76	\$3,995.63	\$0.00	\$3,995.63	\$25,838.39
	85120-5950-900	Credit Card Discounts	\$25,460.03	\$6,977.06	\$0.00	\$6,977.06	\$32,437.09
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$2,037.00	\$0.00	\$982.00	(\$982.00)	\$1,055.00
	85160-5950-100	Education & Training	\$670.00	\$0.00	\$0.00	\$0.00	\$670.00
	85190-5950-100	Employee Relations	\$578.05	\$0.00	\$0.00	\$0.00	\$578.05
	85190-5950-900	Employee Relations	\$3,442.94	\$1,847.95	\$578.89	\$1,269.06	\$4,712.00
	85200-5950-100	Employee Testing	\$65.61	\$0.00	\$0.00	\$0.00	\$65.61
	85280-5950-900	Insurance Expense	\$46,050.72	\$7,675.12	\$0.00	\$7,675.12	\$53,725.84
	85320-5950-900	Member Relations	(\$1,286.50)	\$1,745.32	\$4,567.30	(\$2,821.98)	(\$4,108.48)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85480-5950-900	Payroll Processing Fee	\$2,657.52	\$459.84	\$5.61	\$454.23	\$3,111.75
	85490-5950-900	Postage/Shipping	\$1,261.93	\$242.77	\$66.70	\$176.07	\$1,438.00
	85610-5950-900	Tax/Licenses/Fees	(\$110.01)	\$0.00	\$30.00	(\$30.00)	(\$140.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$9,790.18	\$34.75	\$0.00	\$34.75	\$9,824.93
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$38,273.85	\$6,400.00	\$0.00	\$6,400.00	\$44,673.85
	98020-5950-900	Deprec - Mach & Equip	\$138.72	\$23.12	\$0.00	\$23.12	\$161.84
	98040-5950-900	Deprec - Buildings	\$434.46	\$72.41	\$0.00	\$72.41	\$506.87
	R002A-5950-100	Rounds - Annual	10,533.00	424.00	18.00	406.00	10,939.00
	R003A-5950-100	Rounds - Group	13,851.00	362.00	94.00	268.00	14,119.00
	R005A-5950-100	Rounds - Green Fee - Hotel	42.00	2.00	0.00	2.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,403.00	38.00	4.00	34.00	1,437.00
	R007A-5950-100	Rounds - Green Fee - League	14,557.00	354.00	27.00	327.00	14,884.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	5,440.00	596.00	30.00	566.00	6,006.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	552.00	19.00	7.00	12.00	564.00
	R012A-5950-100	Rounds - Green Fee - Outing	7,487.00	434.00	0.00	434.00	7,921.00
	R014A-5950-100	Rounds - Resident	45,870.00	1,937.00	80.00	1,857.00	47,727.00
	R015A-5950-100	Rounds - Green Fee - Senior	17,714.00	1,041.00	33.00	1,008.00	18,722.00
	R016A-5950-100	Rounds - Green Fee - Staff	3,875.00	153.00	7.00	146.00	4,021.00
	R017A-5950-100	Rounds - Green Fee - Trade	2,859.00	95.00	6.00	89.00	2,948.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	233.00	41.00	0.00	41.00	274.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWd-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance		Debit	Credit	Net Change	Ending Balance
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	172	\$0.00	\$852,648.45	\$852,648.45	\$0.00	\$0.00

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
193,774	179,512	108%	173,758	112%	Green Fees & Cart Fees	1,163,175	1,029,284	113%	1,037,612	112%	1,525,011	1,683,378
26,833	13,000	206%	13,066	205%	Merchandise	145,427	73,500	198%	73,932	197%	110,100	197,186
2,977	710	419%	1,125	265%	Other Pro Shop	22,651	13,570	167%	13,857	163%	20,520	32,712
7,745	4,800	161%	4,818	161%	Range	42,002	33,800	124%	33,852	124%	52,400	59,746
3,996	3,500	114%	4,245	94%	Other Operating Revenues	25,838	24,900	104%	25,939	100%	38,100	39,985
235,325	201,522	117%	197,011	119%	TOTAL REVENUE	1,399,094	1,175,054	119%	1,185,193	118%	1,746,131	2,013,007
COST OF SALES												
18,085	8,320	217%	5,096	355%	Merchandise	102,263	47,040	217%	46,727	219%	70,464	134,478
18,085	8,320	217%	5,096	355%	TOTAL COGS	102,263	47,040	217%	46,727	219%	70,464	134,478
67.4%	64.0%	105.3%	39.0%	172.8%	COGS - Merchandise %	70.3%	64.0%	109.9%	63.2%	111.3%	64.0%	788.0%
PAYROLL												
36,722	37,383	98%	35,481	103%	Course and Grounds	268,016	264,070	101%	254,127	105%	452,813	444,476
16,570	8,876	187%	10,252	162%	Carts, Range, Starters, Etc.	87,757	62,535	140%	63,742	138%	107,804	132,077
11,852	7,891	150%	6,387	186%	Pro Shop	72,368	55,294	131%	49,851	145%	96,444	109,924
16,471	14,748	112%	12,644	130%	General and Administrative	114,697	101,827	113%	90,463	127%	176,060	182,902
2,476	4,347	57%	4,091	61%	Marketing	27,413	29,745	92%	32,646	84%	51,481	53,559
84,091	73,246	115%	68,855	122%	TOTAL PAYROLL	570,250	513,471	111%	490,828	116%	884,602	922,937
OPERATING EXPENSES												
27,236	26,871	101%	27,515	99%	Course and Grounds	183,118	184,847	99%	154,621	118%	342,652	335,469
9,778	8,900	110%	7,305	134%	Carts, Range, Starters, Etc.	81,012	50,350	161%	41,288	196%	82,450	104,568
1,504	150	1003%	0	0%	Pro Shop	12,147	5,675	214%	4,748	256%	7,575	18,472
24,549	19,547	126%	24,793	99%	General and Administrative	197,075	159,308	124%	160,522	123%	250,742	305,273
6,400	1,000	640%	1,802	355%	Marketing	11,947	10,400	115%	10,981	109%	23,400	24,852
69,467	56,468	123%	61,415	113%	TOTAL OPERATING EXPENSES	485,298	410,580	118%	372,160	130%	706,819	788,634
171,644	138,034	124%	135,366	127%	TOTAL EXPENSES	1,157,812	971,091	119%	909,715	127%	1,661,885	1,846,049
63,681	63,488	100%	61,645	103%	EBITDA	241,282	203,963	118%	275,478	88%	84,246	166,958

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
63,681	63,488	100%	61,645	103%	EBITDA	241,282	203,963	118%	275,478	88%	84,246	166,958
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(44,674)	(45,038)	99%	(44,152)	101%	(77,208)	(76,337)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(669)	(669)	100%	(669)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(669)	(669)	100%	(669)	100%	(1,146)	(1,146)
57,186	56,959	100%	55,242	104%	NET INCOME	195,939	158,257	124%	230,657	85%	5,892	89,475
4,537	3,932	115%	4,574	99%	Paid Rounds	28,227	24,366	116%	27,735	102%	37,780	43,221
406	409	99%	430	94%	Annual Pass Rounds	2,515	2,471	102%	2,768	91%	4,748	4,153
247	231	107%	281	88%	Other Rounds	1,754	1,591	110%	1,817	97%	2,636	2,973
5,190	4,572	114%	5,285	98%	Total Rounds	32,496	28,428	114%	32,320	101%	45,164	50,347
52	51	101%	43	120%	Revenue/Paid Rounds	50	48	103%	43	116%	46	546
45	44	103%	37	122%	Revenue/Total Rounds	43	41	104%	37	117%	39	467

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
128,757	126,892	101%	110,832	116%	Green Fees	780,760	696,704	112%	651,161	120%	990,571	1,108,125
65,017	52,620	124%	62,926	103%	Cart Fee	382,416	332,580	115%	386,451	99%	534,440	575,254
25	20	125%	0	0%	Handicap Fee	5,164	4,030	128%	3,915	132%	4,130	6,274
1,992	590	338%	775	257%	Lessons	13,043	7,840	166%	7,992	163%	13,590	20,824
960	100	960%	350	274%	Rental Clubs	4,445	1,700	261%	1,950	228%	2,800	5,615
26,833	13,000	206%	13,066	205%	Retail	145,427	73,500	198%	73,932	197%	110,100	197,186
7,745	4,800	161%	4,818	161%	Range	42,002	33,800	124%	33,852	124%	52,400	59,746
3,996	3,500	114%	4,245	94%	City Surcharge R & R	25,838	24,900	104%	25,939	100%	38,100	39,985
235,325	201,522	117%	197,011	119%	Total Revenues	1,399,094	1,175,054	119%	1,185,193	118%	1,746,131	2,013,007
COST OF GOODS SOLD												
18,085	8,320	217%	5,096	355%	COGS - Merchandise	102,263	47,040	217%	46,727	219%	70,464	134,478
18,085	8,320	217%	5,096	355%	Total COGS	102,263	47,040	217%	46,727	219%	70,464	134,478
217,239	193,202	112%	191,915	113%	GROSS MARGIN	1,296,830	1,128,014	115%	1,138,466	114%	1,675,667	1,878,530
67.40%	64.00%	105.31%	39.00%	172.81%	COGS - Merchandise %	70.32%	64.00%	109.87%	63.20%	111.26%	64.00%	787.98%
PAYROLL												
28,477	26,032	109%	23,611	121%	Gross Payroll - Salaried	207,460	179,693	115%	167,932	124%	309,850	339,101
42,934	35,322	122%	34,271	125%	Gross Payroll - Hourly	277,323	249,297	111%	244,359	113%	430,230	447,123
71,411	61,353	116%	57,882	123%	S/T Wages	484,783	428,990	113%	412,291	118%	740,080	786,224
5,332	4,694	114%	4,366	122%	Payroll Tax - FICA	35,785	32,818	109%	30,591	117%	56,616	57,888
208	701	30%	170	122%	Payroll Tax - UC	1,669	6,514	26%	1,856	90%	9,197	2,305
1,293	1,267	102%	1,085	119%	Payroll Tax - WC	9,262	8,562	108%	8,025	115%	14,988	15,176
5,848	5,231	112%	5,352	109%	Benefits	38,751	36,588	106%	38,064	102%	63,721	61,344
12,680	11,893	107%	10,973	116%	S/T Adders	85,467	84,481	101%	78,537	109%	144,522	136,713
84,091	73,246	115%	68,855	122%	TOTAL PAYROLL	570,250	513,471	111%	490,828	116%	884,602	922,937
OPERATING EXPENSES												
117	100	117%	732	16%	Cart Supplies	701	700	100%	1,973	36%	1,200	899
886	600	148%	0	0%	Chemicals	3,775	4,200	90%	3,631	104%	7,200	8,170
3,087	100	3087%	0	0%	Course Accessories	5,081	2,300	221%	2,320	219%	4,250	6,746
7,058	7,000	101%	8,991	79%	Fertilizer	38,700	37,600	103%	40,065	97%	58,500	57,946
0	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
1,057	1,300	81%	1,509	70%	Fuel	10,372	12,200	85%	9,224	112%	19,900	22,828
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
655	2,000	33%	1,032	63%	Herbicides	20,744	14,900	139%	6,953	298%	33,700	28,410
0	500	0%	0	0%	Insecticides	1,029	2,900	35%	1,493	69%	13,100	11,680
1,002	550	182%	741	135%	Janitorial Supplies	5,009	4,850	103%	5,056	99%	8,000	7,379
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,700	88%	924	163%	2,200	2,099
1,336	250	535%	319	419%	Office Supplies	5,263	2,750	191%	3,003	175%	4,200	6,938
1,090	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
0	1,800	0%	1,760	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	0	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
0	400	0%	0	0%	Range Expenses	1,557	1,500	104%	1,117	139%	2,100	2,069
0	1,700	0%	1,035	0%	Sand/Topdress	4,961	6,300	79%	4,500	110%	15,200	10,732
1,450	1,000	145%	1,550	94%	Seeds/Trees	7,010	10,200	69%	5,665	124%	15,200	10,260
0	0	0%	43	0%	Small Tools	493	800	62%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
388	0	0%	0	0%	Supplies	6,473	0	0%	0	0%	200	10,335
0	50	0%	0	0%	Tournament Expense	1,317	350	376%	98	1341%	600	1,462
139	250	56%	119	117%	Alarm System	1,187	1,750	68%	1,472	81%	3,000	1,784
200	500	40%	106	188%	Cart Repairs	1,603	800	200%	499	321%	1,200	2,081
255	160	159%	160	159%	Computer Service	2,895	1,120	258%	1,119	259%	1,920	3,694
788	650	121%	1,000	79%	Contract Cleaning	4,731	4,550	104%	4,248	111%	7,800	7,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
175	1,100	16%	2,139	8%	Irrigation	4,533	7,700	59%	6,130	74%	13,200	9,620
0	50	0%	0	0%	Lesson Expense	0	350	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
1,608	1,600	100%	1,669	96%	Repair & Maint - Equipment	18,292	11,700	156%	10,439	175%	19,800	37,704
1,392	150	928%	2,414	58%	Repair & Maint - Building	4,346	4,800	91%	7,031	62%	9,850	9,112
8,577	5,200	165%	3,535	243%	Cart Lease	60,039	36,400	165%	25,702	234%	62,400	78,365
7,140	7,671	93%	7,671	93%	Equipment Lease	49,980	53,697	93%	46,206	108%	92,052	91,197
206	206	100%	176	117%	Off-Site Storage	1,442	1,442	100%	1,232	117%	2,472	2,247
1,075	1,150	93%	1,436	75%	Utilities - Electric	6,504	8,050	81%	9,082	72%	13,800	12,056
5,428	3,800	143%	3,402	160%	Utilities - Other	26,698	26,600	100%	24,047	111%	45,600	48,912
197	200	98%	190	104%	Utilities - Telephone/Fax	1,434	1,400	102%	1,291	111%	2,400	2,357
220	200	110%	220	100%	Utilities - Water	1,612	1,600	101%	1,620	100%	2,600	2,681
6,400	1,000	640%	1,802	355%	Advertising & Promotion	11,947	10,400	115%	10,981	109%	23,400	24,852
346	400	86%	453	76%	Bank Charges	2,478	2,800	89%	2,430	102%	4,800	4,195
208	0	0%	(104)	-200%	Cash Short/(Over)	(243)	0	0%	(250)	97%	0	(631)
240	240	100%	200	120%	Cell Phone	1,680	1,680	100%	1,400	120%	2,880	2,680

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,996	3,491	114%	4,245	94%	City Surcharge R & R	25,838	25,186	103%	25,939	100%	38,940	39,985
6,977	3,000	233%	4,942	141%	Credit Card Discounts	32,437	25,500	127%	27,433	118%	36,500	47,580
0	0	0%	0	0%	Donations	(10)	0	0%	(5)	200%	0	568
(982)	500	-196%	150	-655%	Dues & Subscriptions	1,055	880	120%	535	197%	1,880	2,119
0	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
1,269	100	1269%	46	2759%	Employee Relations	5,290	1,650	321%	20	26150%	2,150	5,671
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
7,675	6,700	115%	6,130	125%	Insurance Expense	53,726	46,900	115%	42,908	125%	80,400	89,113
(2,822)	50	-5644%	(423)	668%	Member Relations	(4,108)	350	-1174%	1,996	-206%	600	(3,613)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,800
454	350	130%	456	100%	Payroll Processing Fee	3,112	2,600	120%	2,951	105%	4,350	5,244
176	100	176%	269	65%	Postage/Shipping	1,436	1,250	115%	1,505	96%	1,750	2,654
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(140)	0	0%	(210)	67%	150	(50)
0	100	0%	0	0%	Travel - Meals	246	1,600	15%	1,088	23%	2,100	273
35	100	35%	1,333	3%	Travel - Other	9,825	700	1404%	2,342	420%	1,200	10,774
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
69,467	56,468	123%	61,415	113%	TOTAL OPERATING EXPENSES	485,298	410,580	118%	372,160	130%	706,819	788,634
63,681	63,488	100%	61,645	103%	EBITDA	241,282	203,963	118%	275,478	88%	84,246	166,958
6,400	6,434	99%	6,307	101%	Management Fee	44,674	45,038	99%	44,152	101%	77,208	76,337
6,400	6,434	99%	6,307	101%	Management Fees	44,674	45,038	99%	44,152	101%	77,208	76,337
23	23	100%	23	100%	Deprec - Mach & Equip	162	162	100%	162	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	507	507	100%	507	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	669	669	100%	669	100%	1,146	1,146
57,186	56,959	100%	55,242	104%	NET INCOME	195,939	158,257	124%	230,657	85%	5,892	89,475

The Golf Club at Cypress Head
Course & Grounds
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
128,757	126,892	101%	110,832	116%	Green Fees	780,760	696,704	112%	651,161	120%	990,571	1,108,125
3,996	3,500	114%	4,245	94%	City Surcharge R & R	25,838	24,900	104%	25,939	100%	38,100	39,985
132,753	130,392	102%	115,077	115%	Total Revenues	806,598	721,604	112%	677,100	119%	1,028,671	1,148,110
132,753	130,392	102%	115,077	115%	GROSS MARGIN	806,598	721,604	112%	677,100	119%	1,028,671	1,148,110
PAYROLL												
10,926	11,047	99%	10,132	108%	Gross Payroll - Salaried	76,131	77,329	98%	69,414	110%	132,564	129,369
20,177	20,947	96%	19,817	102%	Gross Payroll - Hourly	155,291	148,027	105%	145,519	107%	254,858	253,853
31,102	31,994	97%	29,949	104%	S/T Wages	231,422	225,356	103%	214,933	108%	387,422	383,222
2,301	2,448	94%	2,207	104%	Payroll Tax - FICA	17,161	17,240	100%	15,818	108%	29,638	28,229
21	267	8%	56	38%	Payroll Tax - UC	637	2,885	22%	1,009	63%	3,376	740
584	661	88%	561	104%	Payroll Tax - WC	4,446	4,497	99%	4,161	107%	7,845	7,440
2,713	2,013	135%	2,708	100%	Benefits	14,352	14,092	102%	18,205	79%	24,532	24,846
5,620	5,389	104%	5,532	102%	S/T Adders	36,594	38,714	95%	39,194	93%	65,391	61,254
36,722	37,383	98%	35,481	103%	TOTAL PAYROLL	268,016	264,070	101%	254,127	105%	452,813	444,476
OPERATING EXPENSES												
886	600	148%	0	0%	Chemicals	3,775	4,200	90%	3,631	104%	7,200	8,170
3,087	100	3087%	0	0%	Course Accessories	5,081	2,300	221%	2,320	219%	4,250	6,746
7,058	7,000	101%	8,991	79%	Fertilizer	38,700	37,600	103%	40,065	97%	58,500	57,946
0	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
1,057	1,300	81%	1,509	70%	Fuel	10,372	12,200	85%	9,224	112%	19,900	22,828
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
655	2,000	33%	1,032	63%	Herbicides	20,744	14,900	139%	6,953	298%	33,700	28,410
0	500	0%	0	0%	Insecticides	1,029	2,900	35%	1,493	69%	13,100	11,680
0	1,700	0%	1,035	0%	Sand/Topdress	4,961	6,300	79%	4,500	110%	15,200	10,732
1,450	1,000	145%	1,550	94%	Seeds/Trees	7,010	10,200	69%	5,665	124%	15,200	10,260
0	0	0%	43	0%	Small Tools	493	800	62%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
175	1,100	16%	2,139	8%	Irrigation	4,533	7,700	59%	6,130	74%	13,200	9,620
0	0	0%	0	0%	Repair & Maint - Paths	171	0	0%	0	0%	3,000	171
1,608	1,600	100%	1,669	96%	Repair & Maint - Equipment	14,414	11,200	129%	9,933	145%	19,200	30,001
399	0	0%	0	0%	Repair & Maint - Building	1,253	150	836%	171	732%	3,150	3,216
7,140	7,671	93%	7,671	93%	Equipment Lease	49,980	53,697	93%	46,206	108%	92,052	91,197
303	250	121%	264	115%	Utilities - Electric	1,962	1,750	112%	1,639	120%	3,000	3,526
3,198	1,800	178%	1,346	238%	Utilities - Other	12,575	12,600	100%	11,252	112%	21,600	23,035
220	200	110%	220	100%	Utilities - Water	1,612	1,600	101%	1,620	100%	2,600	2,681
0	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
0	50	0%	47	0%	Employee Relations	578	350	165%	47	1230%	600	578
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,800	5,800
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	150	165
27,236	26,871	101%	27,515	99%	TOTAL OPERATING EXPENSES	183,118	184,847	99%	154,621	118%	342,652	335,469
68,795	66,138	104%	52,081	132%	EBITDA	355,464	272,687	130%	268,352	132%	233,206	368,165
68,795	66,138	104%	52,081	132%	NET INCOME	355,464	272,687	130%	268,352	132%	233,206	368,165

The Golf Club at Cypress Head
Carts
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
65,017	52,620	124%	62,926	103%	Cart Fee	382,416	332,580	115%	386,451	99%	534,440	575,254
65,017	52,620	124%	62,926	103%	Total Revenues	382,416	332,580	115%	386,451	99%	534,440	575,254
65,017	52,620	124%	62,926	103%	GROSS MARGIN	382,416	332,580	115%	386,451	99%	534,440	575,254
					PAYROLL							
14,944	7,826	191%	9,218	162%	Gross Payroll - Hourly	79,526	55,302	144%	57,371	139%	95,213	119,307
14,944	7,826	191%	9,218	162%	S/T Wages	79,526	55,302	144%	57,371	139%	95,213	119,307
1,210	599	202%	779	155%	Payroll Tax - FICA	6,302	4,231	149%	4,644	136%	7,284	9,618
131	290	45%	86	152%	Payroll Tax - UC	584	1,899	31%	621	94%	3,380	987
276	162	171%	169	163%	Payroll Tax - WC	1,499	1,104	136%	1,106	136%	1,928	2,310
8	0	0%	0	0%	Benefits	(155)	0	0%	0	0%	0	(146)
1,625	1,051	155%	1,034	157%	S/T Adders	8,230	7,233	114%	6,371	129%	12,591	12,770
16,570	8,876	187%	10,252	162%	TOTAL PAYROLL	87,757	62,535	140%	63,742	138%	107,804	132,077
					OPERATING EXPENSES							
117	100	117%	732	16%	Cart Supplies	701	700	100%	1,973	36%	1,200	899
112	0	0%	0	0%	Supplies	2,906	0	0%	0	0%	0	2,906
200	500	40%	106	188%	Cart Repairs	1,603	800	200%	499	321%	1,200	2,081
8,577	5,200	165%	3,535	243%	Cart Lease	60,039	36,400	165%	25,702	234%	62,400	78,365
772	900	86%	1,172	66%	Utilities - Electric	4,542	6,300	72%	7,443	61%	10,800	8,530
9,778	6,700	146%	5,545	176%	TOTAL OPERATING EXPENSES	69,790	44,200	158%	35,617	196%	75,600	92,782
38,669	37,044	104%	47,129	82%	EBITDA	224,869	225,845	100%	287,092	78%	351,036	350,395
38,669	37,044	104%	47,129	82%	NET INCOME	224,869	225,845	100%	287,092	78%	351,036	350,395

The Golf Club at Cypress Head
Range
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
7,745	4,800	161%	4,818	161%	Range	42,002	33,800	124%	33,852	124%	52,400	59,746
7,745	4,800	161%	4,818	161%	Total Revenues	42,002	33,800	124%	33,852	124%	52,400	59,746
7,745	4,800	161%	4,818	161%	GROSS MARGIN	42,002	33,800	124%	33,852	124%	52,400	59,746
					OPERATING EXPENSES							
0	1,800	0%	1,760	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	0	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
0	400	0%	0	0%	Range Expenses	1,557	1,500	104%	1,117	139%	2,100	2,069
0	0	0%	0	0%	Repair & Maint - Equipment	3,200	0	0%	0	0%	100	3,200
0	2,200	0%	1,760	0%	TOTAL OPERATING EXPENSES	11,221	6,150	182%	5,671	198%	6,850	11,786
7,745	2,600	298%	3,058	253%	EBITDA	30,780	27,650	111%	28,182	109%	45,550	47,960
7,745	2,600	298%	3,058	253%	NET INCOME	30,780	27,650	111%	28,182	109%	45,550	47,960

The Golf Club at Cypress Head
Golf Shop
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
25	20	125%	0	0%	Handicap Fee	5,164	4,030	128%	3,915	132%	4,130	6,274
1,992	590	338%	775	257%	Lessons	13,043	7,840	166%	7,992	163%	13,590	20,824
960	100	960%	350	274%	Rental Clubs	4,445	1,700	261%	1,950	228%	2,800	5,615
26,833	13,000	206%	13,066	205%	Retail	145,427	73,500	198%	73,932	197%	110,100	197,186
29,810	13,710	217%	14,191	210%	Total Revenues	168,079	87,070	193%	87,789	191%	130,620	229,898
					COST OF GOODS SOLD							
18,085	8,320	217%	5,096	355%	COGS - Merchandise	102,263	47,040	217%	46,727	219%	70,464	134,478
18,085	8,320	217%	5,096	355%	Total COGS	102,263	47,040	217%	46,727	219%	70,464	134,478
11,725	5,390	218%	9,095	129%	GROSS MARGIN	65,815	40,030	164%	41,062	160%	60,156	95,420
67.40%	64.00%	105.31%	39.00%	172.81%	COGS - Merchandise %	70.32%	64.00%	109.87%	63.20%	111.26%	64.00%	787.98%
					PAYROLL							
4,126	0	0%	0	0%	Gross Payroll - Salaried	22,871	0	0%	0	0%	0	22,871
6,081	6,549	93%	5,237	116%	Gross Payroll - Hourly	38,836	45,968	84%	41,469	94%	80,159	70,293
10,206	6,549	156%	5,237	195%	S/T Wages	61,706	45,968	134%	41,469	149%	80,159	93,164
782	501	156%	420	186%	Payroll Tax - FICA	4,702	3,517	134%	3,199	147%	6,132	7,099
55	128	42%	27	199%	Payroll Tax - UC	278	847	33%	268	104%	1,484	408
195	135	144%	108	182%	Payroll Tax - WC	1,183	917	129%	836	141%	1,624	1,820
614	578	106%	595	103%	Benefits	4,498	4,046	111%	4,079	110%	7,045	7,432
1,646	1,342	123%	1,150	143%	S/T Adders	10,661	9,326	114%	8,382	127%	16,285	16,760
11,852	7,891	150%	6,387	186%	TOTAL PAYROLL	72,368	55,294	131%	49,851	145%	96,444	109,924
					OPERATING EXPENSES							
138	50	277%	0	0%	Office Supplies	138	350	40%	24	577%	600	391
1,090	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
275	0	0%	0	0%	Supplies	3,567	0	0%	0	0%	200	7,429
0	50	0%	0	0%	Tournament Expense	1,317	350	376%	98	1341%	600	1,462
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
0	50	0%	0	0%	Lesson Expense	0	350	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	97	0%	0	947
1,504	150	1003%	0	0%	TOTAL OPERATING EXPENSES	12,147	5,675	214%	4,748	256%	7,575	18,472
(1,631)	(2,651)	62%	2,708	-60%	EBITDA	(18,699)	(20,939)	89%	(13,537)	138%	(43,863)	(32,975)
(1,631)	(2,651)	62%	2,708	-60%	NET INCOME	(18,699)	(20,939)	89%	(13,537)	138%	(43,863)	(32,975)

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
12,795	11,076	116%	10,269	125%	Gross Payroll - Salaried	87,028	75,838	115%	72,750	120%	131,217	143,033
89	0	0%	0	0%	Gross Payroll - Hourly	399	0	0%	0	0%	0	399
12,884	11,076	116%	10,269	125%	S/T Wages	87,427	75,838	115%	72,750	120%	131,217	143,432
865	847	102%	737	117%	Payroll Tax - FICA	5,722	5,802	99%	5,111	112%	10,038	9,567
1	0	0%	0	0%	Payroll Tax - UC	113	519	22%	(130)	-87%	519	113
237	229	103%	189	126%	Payroll Tax - WC	1,694	1,514	112%	1,417	120%	2,658	2,765
2,485	2,596	96%	1,449	171%	Benefits	19,741	18,154	109%	11,314	174%	31,628	27,025
3,587	3,673	98%	2,374	151%	S/T Adders	27,270	25,989	105%	17,712	154%	44,843	39,470
16,471	14,748	112%	12,644	130%	TOTAL PAYROLL	114,697	101,827	113%	90,463	127%	176,060	182,902
OPERATING EXPENSES												
1,002	550	182%	741	135%	Janitorial Supplies	5,009	4,850	103%	5,056	99%	8,000	7,379
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,700	88%	924	163%	2,200	2,099
1,198	200	599%	319	376%	Office Supplies	5,125	2,400	214%	2,979	172%	3,600	6,548
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
139	250	56%	119	117%	Alarm System	1,187	1,750	68%	1,472	81%	3,000	1,784
255	160	159%	160	159%	Computer Service	2,895	1,120	258%	1,119	259%	1,920	3,694
788	650	121%	1,000	79%	Contract Cleaning	4,731	4,550	104%	4,248	111%	7,800	7,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Repair & Maint - Equipment	679	500	136%	506	134%	500	4,503
993	150	662%	2,414	41%	Repair & Maint - Building	3,092	4,650	67%	6,763	46%	6,700	4,950
206	206	100%	176	117%	Off-Site Storage	1,442	1,442	100%	1,232	117%	2,472	2,247
2,230	2,000	111%	2,056	108%	Utilities - Other	14,123	14,000	101%	12,795	110%	24,000	25,877
197	200	98%	190	104%	Utilities - Telephone/Fax	1,434	1,400	102%	1,291	111%	2,400	2,357
346	400	86%	453	76%	Bank Charges	2,478	2,800	89%	2,430	102%	4,800	4,195
208	0	0%	(104)	-200%	Cash Short/(Over)	(243)	0	0%	(250)	97%	0	(631)
240	240	100%	200	120%	Cell Phone	1,680	1,680	100%	1,400	120%	2,880	2,680
3,996	3,491	114%	4,245	94%	City Surcharge R & R	25,838	25,186	103%	25,939	100%	38,940	39,985
6,977	3,000	233%	4,942	141%	Credit Card Discounts	32,437	25,500	127%	27,433	118%	36,500	47,580
0	0	0%	0	0%	Donations	(10)	0	0%	(5)	200%	0	568
(982)	500	-196%	150	-655%	Dues & Subscriptions	1,055	880	120%	535	197%	1,880	2,119
1,269	50	2538%	(1)	-126906%	Employee Relations	4,712	1,300	362%	(27)	-17608%	1,550	5,093
7,675	6,700	115%	6,130	125%	Insurance Expense	53,726	46,900	115%	42,908	125%	80,400	89,113
(2,822)	50	-5644%	(423)	668%	Member Relations	(4,108)	350	-1174%	1,996	-206%	600	(3,613)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	10,200	152%	10,000	155%	11,200	21,730
454	350	130%	456	100%	Payroll Processing Fee	3,112	2,600	120%	2,951	105%	4,350	5,244
176	100	176%	269	65%	Postage/Shipping	1,438	1,250	115%	1,505	96%	1,750	2,654
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(140)	0	0%	(210)	67%	0	(215)
0	100	0%	0	0%	Travel - Meals	246	1,600	15%	1,088	23%	2,100	273
35	100	35%	1,333	3%	Travel - Other	9,825	700	1404%	2,342	420%	1,200	10,774
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
24,549	19,547	126%	24,793	99%	TOTAL OPERATING EXPENSES	197,075	159,308	124%	160,522	123%	250,742	305,273
(41,020)	(34,295)	120%	(37,437)	110%	EBITDA	(311,771)	(261,135)	119%	(250,984)	124%	(426,802)	(488,175)
6,400	6,434	99%	6,307	101%	Management Fee	44,674	45,038	99%	44,152	101%	77,208	76,337
6,400	6,434	99%	6,307	101%	Management Fees	44,674	45,038	99%	44,152	101%	77,208	76,337
23	23	100%	23	100%	Deprec - Mach & Equip	162	162	100%	162	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	507	507	100%	507	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	669	669	100%	669	100%	1,146	1,146
(47,516)	(40,825)	116%	(43,840)	108%	NET INCOME	(357,114)	(306,841)	116%	(295,805)	121%	(505,156)	(565,658)

The Golf Club at Cypress Head
Marketing
For the Seven Months Ending April 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
631	3,909	16%	3,209	20%	Gross Payroll - Salaried	21,430	26,526	81%	25,768	83%	46,070	43,828
1,643	0	0%	0	0%	Gross Payroll - Hourly	3,271	0	0%	0	0%	0	3,271
2,274	3,909	58%	3,209	71%	S/T Wages	24,702	26,526	93%	25,768	96%	46,070	47,099
174	299	58%	224	78%	Payroll Tax - FICA	1,898	2,029	94%	1,820	104%	3,524	3,376
0	15	0%	0	0%	Payroll Tax - UC	57	364	16%	88	65%	438	57
0	81	0%	59	0%	Payroll Tax - WC	441	530	83%	505	87%	933	840
28	44	63%	599	5%	Benefits	316	297	106%	4,466	7%	516	2,187
202	438	46%	882	23%	S/T Adders	2,712	3,219	84%	6,878	39%	5,411	6,460
2,476	4,347	57%	4,091	61%	TOTAL PAYROLL	27,413	29,745	92%	32,646	84%	51,481	53,559
					OPERATING EXPENSES							
6,400	1,000	640%	1,802	355%	Advertising & Promotion	11,947	10,400	115%	10,981	109%	23,400	24,852
6,400	1,000	640%	1,802	355%	TOTAL OPERATING EXPENSES	11,947	10,400	115%	10,981	109%	23,400	24,852
(8,876)	(5,347)	166%	(5,893)	151%	EBITDA	(39,361)	(40,145)	98%	(43,627)	90%	(74,881)	(78,411)
(8,876)	(5,347)	166%	(5,893)	151%	NET INCOME	(39,361)	(40,145)	98%	(43,627)	90%	(74,881)	(78,411)



May 17, 2023

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for April 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING APRIL 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 128,757	\$ 126,892	\$ 1,865		\$ 780,760	\$ 696,704	\$ 651,161	\$ 84,056
Cart Fees	\$ 65,017	\$ 52,620	\$ 12,397		\$ 382,416	\$ 332,580	\$ 386,451	\$ 49,836
Range	\$ 7,745	\$ 4,800	\$ 2,945		\$ 42,002	\$ 33,800	\$ 33,852	\$ 8,202
Pro- Shop Revenues	\$ 29,810	\$ 13,710	\$ 16,100		\$ 168,079	\$ 87,070	\$ 87,789	\$ 81,009
City Surcharge R/R	\$ 3,996	\$ 3,500	\$ 496		\$ 25,838	\$ 24,900	\$ 25,939	\$ 938
Total Revenue	\$ 235,325	\$ 201,522	\$ 33,803		\$ 1,399,095	\$ 1,175,054	\$ 1,185,192	\$ 224,041
Cost of Sales	\$ 18,085	\$ 8,320	\$ 9,765		\$ 102,263	\$ 47,040	\$ 46,727	\$ 55,223
Merchandise	\$ 18,085	\$ 8,320	\$ 9,765	67%	\$ 102,263	\$ 47,040	\$ 46,727	\$ 55,223 70%
Gross Margin	\$ 217,240	\$ 193,202	\$ 24,038		\$ 1,296,832	\$ 1,128,014	\$ 1,138,465	\$ 168,818
Total Payroll	\$ 84,091	\$ 73,246	\$ 10,845		\$ 570,250	\$ 513,471	\$ 490,828	\$ 56,779
Total Operating Expenses	\$ 69,467	\$ 56,468	\$ 12,999		\$ 485,298	\$ 410,580	\$ 372,160	\$ 74,718
EBITDA	\$ 63,682	\$ 63,488	\$ 194		\$ 241,284	\$ 203,963	\$ 275,477	\$ 37,321
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 45,343	\$ 45,707	\$ 44,821	\$ (364)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 44,674	\$ 45,038	\$ 44,152	\$ (364)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 669	\$ 669	\$ 669	\$ -
Net Cash From Ops	\$ 57,186	\$ 56,958	\$ 228		\$ 195,941	\$ 158,256	\$ 230,656	\$ 37,685
Rounds								
Total Rounds	5,190	4,572	618		32,496	28,428	32,320	4,068
Paid Rounds	4,537	3,932	605		28,227	24,366	27,735	3,861
Avg. GF/CF Total rounds	\$37.34	\$39.26	\$ (1.93)		\$35.79	\$36.21	\$32.10	\$ (0.41)
Avg. GF/CF Paid rounds	\$42.71	\$45.65	\$ (2.94)		\$41.21	\$42.24	\$37.41	\$ (1.03)
Avg. Merchandise/round	\$5.74	\$3.00	\$ 2.75		\$5.17	\$3.06	\$2.72	\$ 2.11

Overview:

- Total revenues for April finished well ahead of projected budget for the month. With OVER 5" of rain recorded in April, the golf course realized three unplayable days, and 3 others significantly affected by forecasts/intermittent weather. Total Revenues came in at \$235.3K and exceeded budget by 17%. We played 5190 total rounds to a budget of 4,572 (over by 618).
- Total Payroll for the month was \$84.1K, over by \$11.1K. Total Operating Expenses were \$69.5K.
- Rounds exceeded budget by 14%, range revenue (\$7.7K) exceeded budget by \$2.9K and the upgraded range experience is getting rave reviews.
- We hit EBITDA projections, even with 2 rained out weekend days and other weather-affected days.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 5,190 total rounds for the month which included 4,537 paid rounds, 406 Annual Pass rounds and 247 other rounds. The round type for the month included 3,790 eighteen-hole rounds and 1,400 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow. We transitioned to a new Point of Sale system and rolled out our new website on April 18th.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented to control the flow of play off the first tee. While this presents an increase in payroll, their presence has improved the golf experience and added to our level of service regarding on course attention.

APRIL 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	4,537	3,932	4,574	28,227	24,366	27,735
ANNUAL	406	409	430	2,515	2,471	2,768
OTHER	247	231	281	1,754	1,591	1,817
TOTAL ROUNDS	5,190	4,572	5,285	32,496	28,428	32,320

Departmental Summaries:

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 5.12" of rain in April, significantly affecting 3 days and costing us about 800+ rounds.

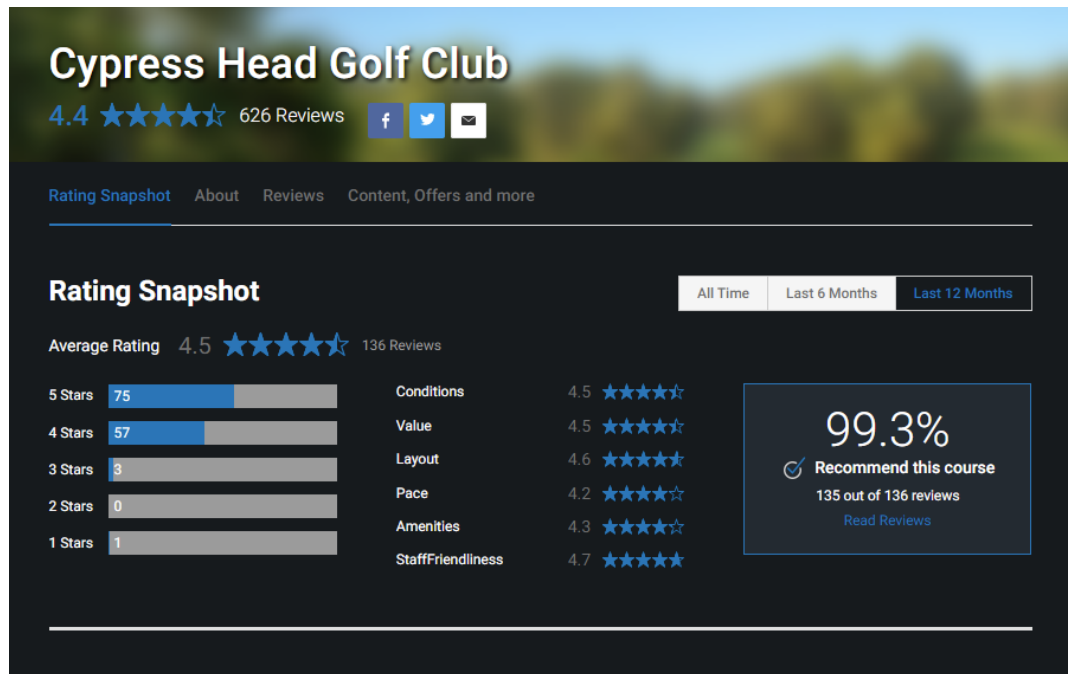
Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$16.1K in April.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$2K in lessons in April. We continued our Saturday PDP Clinics in April and saw great participation. Our Monday clinics continued in April and were a weekly sellout.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.
- We hosted 3 large tournaments and several small outings in April with over 400 players, generating \$18K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 10,742 unique e-mail addresses (+26 from prior month). Our Facebook followers are up to 1,509 (up 29) and Instagram is up to 423 (up 12) followers.
- Nightly surveys continued to be strong in April, highlighted by 96 surveys being submitted and an NPS of 94.8 (Please see table below).
- Outside tournament bookings are very strong as we prepare for the 2023 season.

	Week of 03/26	Week of 04/02	Week of 04/09	Week of 04/16	Week of 04/23	Week of 04/30	Total
# of responses	0	29	23	12	28	4	96
Net Promoter Score							
Property NPS	—	96.6	95.7	91.7	92.9	100.0	94.8
Key Metrics							
Likelihood to Return	—	100.0	95.7	91.7	96.3	100.0	96.8
Overall Experience Satisfaction	—	9.6	9.6	9.2	9.4	10.0	9.5
Service Satisfaction	—	9.7	9.8	10.0	9.6	9.8	9.7



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 94.8 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

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

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.
- Cypress Head welcomed in some technological advances in April with the point of sale transition to Lightspeed, a new website complete with drone hole-by-hole flyovers, and a new True Review survey platform powered by Medallia.



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management