



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 18, 2024

AGENDA

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

A. OPENING

1. Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries
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. June 4, 2024 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 2 with CPH Consulting, LLC for Gopher Tortoise Recipient Site Management
 - b. Approval of Extension No. 3 of Service Agreement with Halifax Humane Society
8. Approval of Utilities Costs Recovery and Release Agreement for 258 Poinciana Avenue
9. Approval of FY 2024 Utility Billing and Accounts Receivable Accounting Adjustment
10. Approval of License Agreement with ADJ Madeline Commons LLC for Improvements in Right-of-Way
11. Approval of a Utility Cost Participation Agreement with ADJ Madeline Commons, LLC for upgrades to the residential sewer system on 5th Street

12. Ratification of a Volusia ECHO Award for the City Center Playground Improvements in the amount of \$150,000
13. Resolution No. 24-16 - Approval to apply for a Volusia ECHO Grant for the South Causeway Park Improvements Project
14. Resolution No. 24-17 - Approval to apply for a Volusia ECHO Grant Application for City Center Improvements Phase I Project
15. Resolution No. 24-18 - Establishing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fees
16. Resolution No. 24-21 - Authorization to submit State Revolving Funds Loan Application Package to receive funding for the Water Reclamation Facility Filter Resiliency and Emergency Power Upgrades project

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

D. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

E. SPECIAL REPORTS

18. ArtHaus Annual update
19. Report from KemperSports on the Cypress Head Golf

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

20. Citizen Advisory Committee for TPO
21. Environmental Advisory Board Appointment
22. Golf Advisory Board Report

G. PUBLIC HEARING

23. Second Reading - Ordinance 2024-09 - Tenth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. PRZA-24-0002)
24. First Reading - Ordinance No. 2024-11 - First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial (Case No. PRZA-24-0004)
25. First Reading - Ordinance No. 2024-12 - Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)
26. First Reading - Ordinance 2024-13 - Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)
27. First Reading - Ordinance No. 2024-01 - Chapter 74 - Utilities - Article V. Stormwater

H. ADDITIONAL ITEMS

- 28. City Attorney
- 29. City Manager

I. COUNCIL COMMITTEE REPORTS

- 30. City Council Committee Reports
 - a. First Step Shelter - Mayor Don Burnette
 - b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

J. ADJOURNMENT

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 4, 2024

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Reed Foley Councilman Tracy Grubbs Vice Mayor Scott Stiltner Mayor Don Burnette
	Absent:	Councilman Drew Bastian
	Also Present:	Shannon Balmer, Assistant City Attorney Wayne Clark, City Manager Tracee Cody, Deputy City Clerk

DISCUSSION

4. Update on School Safety

Police Chief Manny Marino gave a brief update on the ongoing investigation into the traffic accident at Sugar Mill Elementary that led to a fourth grader's death. Wayne Clark, City Manager, provided details into different ideas for possible solutions that encompass school safety and the scope of authority and funding responsibility on each. Council expressed their thoughts and collectively hope to come up with solutions.

Multiple residents and parents expressed their concerns over school safety and actions they believe should take place to prevent future incidents.

Council took a 15 minute recess at 8:05 p.m. and reconvened at 8:20 p.m.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

No changes were requested by Council.

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

7. Approval of Minutes
 - a. May 21, 2024 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group
 - b. Approval to Award a Contract for Services to ACF Standby Systems, LLC for Generator Maintenance
9. Approval of Change Order No. 5 to Task Authorization No. 9 with Stanley Consultants, Inc. for Environmental Permitting and Time Extension - SUN Trail
10. Resolution No. 24-13 - Approval of Florida Department of Transportation (FDOT) State-Funded Grant Supplemental Agreement to Contract G1X103 for Environmental Permitting and Time Extension No. 3
11. Resolution No. 24-14 - Approval of Florida Department of Transportation (FDOT) Supplemental Agreement for Additional Design Services 449770-2 Dunlawton Turn Lanes Bundle Project (#PNC200)
12. Resolution No. 24-20 - Approving a revised ballot summary in order to supplement Ordinance No. 2024-07

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Jordan Snipes, founder of the nonprofit organization Tomorrow Needs You, spoke about his fundraiser walk to raise awareness for Veterans and First Responders and other upcoming events they are having.

Kelly Moore, member of the Board of Directors for Port Orange/South Daytona Chamber of Commerce, thanked Council for their continued support and spoke about upcoming events.

Robert Reinhagen, resident, recommended Council consider making Chapter 9 of the Land Development Code regarding wetlands mitigation criteria more restrictive.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Tracy Grubbs commented about Council's weekend at the Port Orange Fire Department (POFD) rescue/training facility and suggested having a joint Fire/Police day for citizens. Councilman Grubbs also announced Douglas Chumita's promotion to the Police Sergeant.

Councilman Reed Foley thanked FDOT for their plan to install a red light at the corner of Nova and Miles Drive. Councilman Foley also thanked Fire Chief Joe Wulfing and the POFD for having Council at their rescue/training facility for demonstrations. Lastly, he expressed his appreciation for first responders.

Mayor Don Burnette spoke about the 80th anniversary of D-Day on June 6.

SPECIAL REPORTS

14. Report from KemperSports on the Cypress Head Golf

This item will be re-scheduled for a future agenda.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Golf Advisory Board Report

This item will be re-scheduled for a future agenda.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2024-08 - Seventh Amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development and Master Development Agreement (CASE NO. PRZA-24-0001)

Mayor Don Burnette read Ordinance No. 2024-08.

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-08
was made by Vice Mayor Scott Stiltner
and seconded by Councilman Reed

Foley. Motion carried unanimously by roll call vote.

17. Resolution No. 24-15 - Approval of the Palmer Chiropractic College Bond Reissuance

Mayor Don Burnette read Resolution No. 24-15

RESOLUTION NO. 24-15

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PROVIDING FOR AND AUTHORIZING THE REISSUANCE, EXECUTION AND DELIVERY BY THE CITY OF THE PRIVATE COLLEGE FACILITY REVENUE BONDS (PALMER COLLEGE OF CHIROPRACTIC PROJECT), SERIES 2019B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,860,000; THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INDENTURE OF TRUST AND AMENDED AND RESTATED LOAN AGREEMENT TO PROVIDE FOR THE REISSUANCE OF SAID BONDS; PROVIDING THAT SAID REISSUANCE SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE CITY BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES HEREIN PROVIDED; AND PROVIDING FOR AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED BOND DOCUMENTS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-15 was made by Vice Mayor Scott Stiltner and seconded by Councilman Reed Foley.

Mr. Reinhausen expressed his thoughts on the subsidy being discriminatory if it's not offered to every business in the City.

Attorney Tim Bramwell, the City's Bond Counsel, introduced himself and provided details of the Bond Reissuance and advised it is available to all 501(c)(3) businesses within the city.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. FY 2024 - 2025 Budget Discussions (Preliminary Capital Improvements Plan, Capital Outlay and Fleet Replacement)

Mr. Clark provided a presentation to outline the preliminary capital improvements plan, capital outlay and fleet replacement. Mr. Clark also informed Council of future dates for workshops and public hearings to set the maximum millage and adopt the budget.

Councilman Foley commented on the elevator costs to repair the broken elevator and would like future discussion if the City could only have one elevator.

ADDITIONAL ITEMS

19. City Attorney

There was nothing further.

20. City Manager

Mr. Clark clarified the School Crossing Evaluation Committee is a Sheriff's committee and Mike Springer, Public Information Officer, found out more information and list of membership.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. River to Sea TPO - Councilman Reed Foley provided details of their recent meeting. He mentioned that the committee might possibly be changing their name to Volusia/Flagler TPO as they encompass all of Flagler as well.

Vice Mayor Scott Stiltner added his report on the General Employees' Pension Board and provided details of their meeting last night.

ADJOURNMENT – 8:56 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B7a) Approval of Task Authorization No. 2 with CPH Consulting, LLC for Gopher Tortoise Recipient Site Management

DEPARTMENT: Public Utilities

GOAL: 5 - Fiscal Sustainability
6 - Organizational Excellence

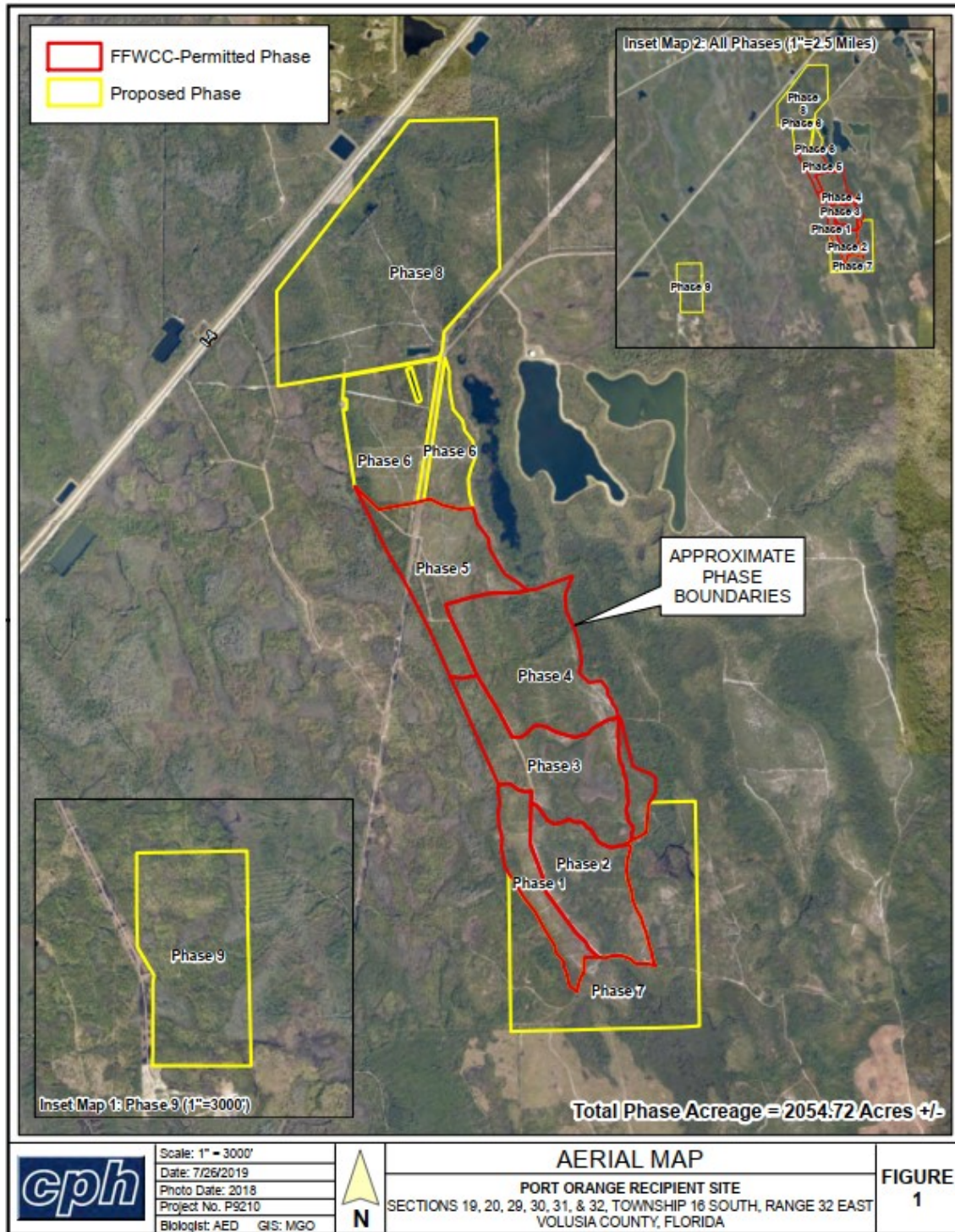
RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with CPH Consulting, LLC and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City of Port Orange established one of the first permitted Gopher Tortoise Long-Term Recipient Sites in the State of Florida. As a requirement of the permit, annual reporting and maintenance activities need to be conducted. CPH, Inc. has been handling these services for the City for over two decades through its continuing services contract for Professional Engineering Services (RFSQ 23-18). This Task Authorization is executed annually to continue the required annual monitoring and related field work for compliance with the Florida Fish & Wildlife Conservation Commission permit.

The Gopher Tortoise Long-Term Recipient Sites are located west of the reclaimed reservoirs in the city wellfield. Currently, the Gopher Tortoise Recipient bank has numerous reservation commitments for some 30 projects within the service area, i.e., Florida Department of Transportation, Florida Power & Light, and the Woodhaven development along South Williamson Boulevard.

CPH and their Principal Environmental Scientist, Amy Daly, with the firm have been a key part of the success of the site. Amy Daly is the Authorized Gopher Tortoise Agent named on the City Permit and performs work of a specified nature. The Permit, issued by the Florida Fish & Wildlife Conservation Commission authorizes the City, through the designated Gopher Tortoise Agent, to conduct the specified activities in association with the relocation of gopher tortoises, subject to applicable rules and provisions set forth in the FWC Permit #GTLR-09-0009C. CPH has successfully completed all annual inspections with FWC agents and submitted all previous, approved triennial reports. The site has received over 1,100 gopher tortoises for protection from development sites within the permitted service area. The City has received net revenue in excess of \$500,000 working with CPH, Inc., a state-wide firm, and the Authorized Gopher Tortoise Agent on the Florida Fish & Wildlife Conservation Commission Permit.

CPH Inc. has submitted a proposal for \$60,042.00 to provide the services required by the Florida Fish and Wildlife Conservation Commission for the Gopher Tortoise Long-Term Recipient Site. These services include the following: removal and disposal of silt fence, installation of new silt fence, mortality report, permit modification to align monitoring of all phases, two site inspections and meetings with the Florida Fish & Wildlife Conservation Commission.



PRESENTER: Steve Parnell

ATTACHMENTS:

1.	PortOrange-GTRecipientSite-CPHScopeSvcs - April 25 2024	PortOrange-GTRecipientSite-CPHScopeSvcs - April 25 2024.pdf
2.	PERMIT FFWCC Gopher Tortoise Recipient Site 2019-May_Signed Permit GTLR-09-00009C	PERMIT FFWCC Gopher Tortoise Recipient Site 2019-May_Signed Permit GTLR-09-00009C.pdf

Steve Parnell	Created/Initiated - 5/16/2024
Chris Wall	Approved - 5/16/2024
Steve Parnell	Approved - 5/20/2024
John McKinney	Approved - 5/31/2024
Matthew Jones	Approved - 6/6/2024
Wayne Clark	Approved - 6/7/2024
Tracee Cody	Final Approval - 6/7/2024

TASK AUTHORIZATION No. ____
MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES DATED March 19, 2024
BETWEEN THE CITY OF PORT ORANGE, FLORIDA & CPHCONSULTING, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CPH Consulting, LLC** ("Engineer"), a Florida corporation, whose principal place of business is located at 500 West Fulton Street, Sanford, Florida 32771-1220, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to GOPHER TORTOISE RECIPIENT SITE MANAGEMENT, as more particularly described in the Scope of Services attached hereto and Incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein from April 26, 2024 to September 30, 2024 from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$60,042. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

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

Witnesses:



Printed Name: Scott A. Breitenstein



Printed Name: Robert M. Gonzalez

CPH CONSULTING, LLC

By: 
Amy E. Daly, Vice President

Date: April 25, 2024

At this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

SECTION 1.0

Exhibit A

CPH Consulting, LLC shall provide qualified personnel to conduct the work as further described herein and as shown on the hourly breakdown provided as Exhibit A. CPH, LLC shall act on behalf of the City as the Port Orange Gopher Tortoise Recipient Site representative and conduct tasks as stipulated by the City and by the requirements of the Florida Fish & Wildlife Conservation Commission through September 30, 2024. The attached hourly breakdown is provided as an estimated time and only actual hours worked will be billed to the project. CPH, LLC shall provide this work in accordance with the City's directive and by the requirements of the Florida Fish & Wildlife Conservation Commission.

SECTION 2.0

BASIC SERVICES

2.1 General

- 2.1.1** CPH LLC agrees to perform professional environmental services in connection with the Gopher Tortoise Recipient Site FFWCC compliance matters and gopher tortoise relocation matters as hereinafter stated.
- 2.1.2** CPH LLC will serve as the CITY's professional representative to which this Scope of Services applies and will give consultation and advice to the CITY during the performance of the services.

2.2 Recipient Site Management

- 2.2.1** CPH shall conduct various management tasks to coordinate with the CITY and others as required and approved by the CITY. CPH shall provide the City and/or third parties with recipient site reservation letters and schedule pick up and relocate tortoises to the recipient site. CPH shall collect tortoise morphological data and report the data to the FFWCC and third parties. CPH will conduct the required reporting to FFWCC when tortoises are received by the Recipient Site through September 2024. CPH will provide FFWCC with information regarding land management activities for the recipient site. CPH will coordinate with the CITY as required. CPH shall assist with the FFWCC permitting compliance tasks associated with Phases 1 through 5.
- 2.2.2** CPH shall remove and dispose of old silt fence for the tortoise release areas as requested by FFWCC. CPH shall also solicit proposals from silt fence installation contractors for additional tortoise release areas, for the City's consideration, as required for Phases 1, 2, 4 and 5 where tortoise capacity remains. CPH shall supervise the silt fence installation by coordinating with the City, the City's selected contractor and preparing graphics for potential release area(s) and the selected release area. CPH anticipates one silt fence installation in Phases 1, 2, 4 and 5.

- 2.2.3** CPH shall prepare a mortality contingency plan as requested by FFWCC for the recipient site. CPH shall provide the plan to the City prior to submittal to the FFWCC for review, discussion with CPH and approval. Once completed, CPH shall submit the plan to FFWCC for review and shall make edits as required to finalize the plan.
- 2.2.4** CPH shall review the recipient site on a quarterly basis to advise the City on areas that need management activity to comply with the FFWCC recipient site management plan. These recommendations shall be provided in a memorandum and associated graphics.
- 2.2.5** CPH meet with FFWCC via Teams up to 2 times prior to the end of the 2023-2024 fiscal year and conduct up to 2 on-site meetings to review the recipient site and if desired by the City.
- 2.2.6** CPH shall provide services to the City as requested to provide advisement on tortoise pricing and prepare documentation related to specific City information requests.
- 2.2.7** CPH shall process the FFWCC recipient site permit modification as requested by FFWCC to align the monitoring of all phases at one time. Develop a schedule for continued monitoring for approval by FFWCC.

SECTION 3 PAYMENT/TIME

- 3.1** Compensation paid to CPH LLC for services described herein and rendered by principals and employees assigned to the project are computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project. The estimated hours and cost associated with this proposal are provided in Exhibit A.
- 3.2** Invoices will be submitted periodically, indicating the hours expended during the billing cycle. The fee for the services described herein is as provided in the below table and is inclusive of out-of-pocket expenses.

Fiscal Year	Estimated Fee per Fiscal Year
Fiscal Year 23-24	\$60,042.00

These fees are inclusive of out-of-pocket expenses. Out-of-pocket expenses will be specifically identified in periodic invoicing, and include such items as transportation and subsistence of principals and employees when traveling in connection with the project, toll telephone calls, cell

phone calls, photocopies, blueprints and plots, etc. Payment will be made monthly without retention, based on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

Invoice payments must be kept current for services to continue. If the CITY fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against CITY, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subcontractors.

SECTION 4 SUPPLEMENTARY SERVICES OF THE ENGINEER

- 4.1** If authorized in writing by the CITY prior to the rendering of such services, the CPH will furnish or obtain under subcontracts, supplementary services of the following types which will be paid for by the CITY.
- 4.1.1** Additional services due to significant changes in the scope of the project including, but not limited to, changes in size, complexity, character of construction or due to time delays in initiating or completion of the work as described herein.
- 4.1.2** Additional services in connection with the project including services normally furnished by the CITY and services not otherwise provided for in this Agreement.
- 4.1.3** Preparing to serve and serving as an expert witness for the CITY in any protest, litigation, or other proceeding involving the project.
- 4.1.4** Provide surveying services if required or requested by the CITY.
- 4.1.5** Provide, through a subconsultant, services if required or requested by the CITY, or if required by the any regulatory agency, recommended by the CPH and authorized by the CITY.
- 4.1.6** Provide additional environmental services related to any wetlands or threatened or endangered species if required or requested by the CITY.

SECTION 5 GENERAL CONDITIONS

- 5.1** The CITY and CPH LLC each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all

covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and CPH LLC.

SECTION 6

- 6.1** CPH LLC agrees to prosecute the work in a timely manner until the Project is completed.

Port Orange Tortoise Recipient Site Coordination & Monitoring EXHIBIT B

2023-2024

Recipient Site Management		DES	SES	ES II	ES-I	GIS	ADM	Estimated Expenses
Tortoise Relocation Process		5		12	30	2	2	\$400.00
FFWCC Coordination		8		12			2	\$120.00
General FFWCC Compliance Matters		8	10	5		10	2	\$120.00
City Coordination & Advisement		8		5		5	2	\$120.00
Estimated Hours		28	10	34	30	17	6	
Rates		\$290.00	\$210.00	\$160.00	\$135.00	\$135.00	\$100.00	\$760.00
Total Cost		\$8,120.00	\$2,100.00	\$5,440.00	\$4,350.00	\$2,295.00	\$850.00	\$23,865
Silt Fence Removal/ Installation		DES	SES	ES II	ES-I	GIS	ADM	Estimated Expenses
Phase 4 and 5 Removal and Disposal		3		16	16	3	2	\$400.00
Phase 4 Installation		3		8	8	3	2	\$100.00
Phase 2 Installation		1		2	2	1	0.5	\$100.00
Phase 1 Installation		1		2	2	1	0.5	\$100.00
Estimated Hours		8		36	26	8	5	
Rates		\$290.00	\$210.00	\$160.00	\$135.00	\$135.00	\$100.00	\$700.00
Total Cost		\$2,320.00		\$4,480.00	\$3,780.00	\$1,080.00	\$500.00	\$12,860
Mortality Contingency Report/FFWCC Permit Mod		DES	SES	ES II	ES-II	GIS	ADM	Estimated Expenses
Draft Report Preparation		5				10	5	\$100.00
Coordination with City		2						
Coordination with FFWCC		8				5	4	
Finalize Plan						2	4	\$100.00
Permit Modification for schedule alignment		20					2	
QA/QC		5					4	
Estimated Hours		40				17	15	
Rates		\$290.00	\$210.00	\$160.00	\$160.00	\$135.00	\$100.00	\$200.00
Total Cost		\$11,600.00				\$2,295.00	\$1,500.00	\$8,290
Quarterly Inspections/ Meetings		DES	SES	ES II	ES-I	GIS	ADM	Estimated Expenses
May 2024 Inspection		1		8	8	3	1	\$150.00
Sept. 2024 Inspection		1		8		3	1	\$150.00
FFWCC Meetings - 2 electronic and 2 onsite		13		13		2.5	0.5	\$350.00
Advisement Recommendation Memorandums		4		6	4		1	
Estimated Hours		19		36	12	14	3.5	
Rates		\$290.00	\$210.00	\$160.00	\$135.00	\$135.00	\$100.00	\$800.00
Total Cost		\$5,510.00		\$5,600.00	\$1,620.00	\$1,147.50	\$350.00	\$15,027.00



Gopher Tortoise Recipient Site (For Long-Term Protected Sites)

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: City of Port Orange
Permittee Address: 1000 City Center Circle
PORT ORANGE, FLORIDA
32129 UNITED STATES

Permit Number: GTLR-09-00009C
Effective Date: May 16, 2019
Expiration Date: Perpetual

Agent Name: Amy Daly
Agent Address: CPH, Inc.
500 West Fulton Street
SANFORD, FLORIDA 32771
UNITED STATES

IS AUTHORIZED TO:

receive and release gopher tortoises (*Gopherus polyphemus*) within the long-term protected recipient site identified below.

AUTHORIZED LOCATION(S):

The 71.57-acre Port Orange Phase I recipient site (T16S,R32E,S19,20,29,30 & 32; with Latitude 29° 04'36"N and Longitude 81° 07'12"W), the 135.33-acre Port Orange Phase II recipient site (T16S,R32E,S29 & 32; with Latitude 29° 04'36"N and Longitude 81° 07'12"W), the 170.82-acre Port Orange Phase III recipient site (T16S,R32E,S29-32; with Latitude 29° 04'36"N and Longitude 81° 07'12"W), **the 228.24-acre Port Orange Phase IV recipient site (T16S, R32E,S20,29,30 & 32; with Latitude 29° 5' 2.85" N and Longitude 81° 7' 24.95" W), and the 153.43-acre Port Orange Phase V recipient site (T16S,R32E,S19,20,29 & 30; with Latitude 29° 5' 27.89" N and Longitude 81° 7' 51.95" W), located south of Shunz Road, in Volusia County.**

Permittee Signature:

Pinda Johnson, RWA Agent Date: 05/16/2019

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Deborah Burr

Authorized for: Eric Sutton, Executive Director

Deborah Burr

Authorizing Signature:

Date: 05/16/2019

Species Conservation Planning Section

AUTHORIZED LOCATION(S) (CONTINUED)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, **Florida Administrative Code (F.A.C.)**, the Gopher Tortoise Permitting Guidelines (April 2008 - **revised January 2017**) [hereafter, the '**Permitting Guidelines**'], and subsequent revisions of these guidelines that are in effect at the time **permits are granted to relocate gopher tortoises to the authorized location**, and subject to the following provisions/conditions.
- 2 The Permittee **has granted** a perpetual conservation easement over Port Orange - Phase I, Phase II, and Phase III recipient sites to the Florida Fish and Wildlife Conservation Commission (FWC) and the easement **has been recorded** in the permanent Volusia County property records. **The Permittee shall grant a perpetual conservation easement over the Port Orange Phase IV and Phase V recipient site to the Florida Fish**

and Wildlife Conservation Commission (FWC) and record the easement in the permanent Volusia County property records. Either the original recorded easement, or a certified as recorded copy, shall be provided to the **Gopher Tortoise Program Coordinator**, 620 S. Meridian Street M.S. 2A, Tallahassee, Florida 32399-1600. **The easement boundary shall have boundary points recorded on a Global Positioning System (GPS) unit and an ArcGIS shapefile provided to FWC to facilitate boundary identification by FWC biologists. The GPS records must be maintained for the life of the easement.** This permit will not go into effect until FWC confirms receipt for the recorded conservation easement from the Permittee as specified under this condition.

- 3 The activities authorized under this Permit may be carried out by authorized personnel or contractors of the Permittee or the designated Authorized Gopher Tortoise Agent (Agent), provided all such activities are under the direct supervision and responsibility of the Permittee or Agent. The Permittee and Agent shall be as fully responsible for any such activities to the same extent as if they had themselves carried out those activities under this Permit.
- 4 Approval of the recipient site is otherwise predicated and conditioned on the information and assurances provided in the Permittee's **03/06/2017 application (as supplemented)**, the assurances of which are herein incorporated by reference.
- 5 The Permittee shall manage and maintain habitat for gopher tortoises in accordance with the Conservation and Management Plan (December 3, 2009) **for Phases I, II, and III and the City of Port Orange Forest Conservation & Management Plan Port Orange Gopher Tortoise Recipient Site - Phases 4 & 5 (September 2018)** that has been approved by the FWC. **These Management Plans includes a landowner commitment to develop a gopher tortoise mortality contingency plan and notify FWC if tortoise mortality meets the criteria identified in Appendix 3 of the Permitting Guidelines. Any observed mortalities must be reported to FWC within 30 days of initial observation and must include information outlined in the Tortoise mortality/contingency plan described in the FWC-approved recipient site management plan. This information must also be documented in the recipient site monitoring report outlined in condition 6, below.** The approved Management Plan **for Phases I, II, and III, have been** appended to and incorporated by reference into the conservation easement. **The approved Management Plan for Phases IV and V shall be appended to and incorporated by reference into the conservation easement.**
- 6 The Permittee shall keep written records of all the habitat management activities conducted within, and all tortoises relocated into the recipient site. A report of the habitat management activities, habitat monitoring and gopher tortoise population monitoring, as described in the Management Plans, shall be provided to the **Gopher Tortoise Program Coordinator either by being uploaded to the FWC online permit system, sent via email to GTPermits@MyFWC.com**, or mailed to the address indicated in Condition #2, in accordance with the phased recipient site monitoring and reporting requirements of the Permitting Guidelines, with the first report due on April 20, 2012 **for Phases I, II and III and by August 31, 2022 for Phases IV and V.** The subsequent reports shall be received by the **Gopher Tortoise Program Coordinator's office** by April 30th **for Phases I, II, and III and August 31 for Phases IV and V** every three years thereafter for the first 15 years this permit is in effect. If the Permittee has met monitoring and reporting requirements during the first 15 years, the monitoring and reporting requirement is reduced to every 5 years for the next 10 years. Following 25 years of successfully meeting all monitoring, habitat management and reporting requirements, reports are required every ten years. Reports shall contain the content and be in the form specified by the FWC, and shall include the results of all monitoring and habitat management activities conducted through December 31 **for Phases I, II, and III and through May 31 for Phases IV and V** of the year preceding when the report is due.
- 7 All tortoises accepted and received at the recipient site must be covered under a valid FWC permit that specifically authorizes the relocation of those animals to this site.
- 8 **All tortoises must be marked. The marginal scutes of tortoises ≥ 130 mm carapace length (CL) shall either be drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.**
- 9 **During colder months**, tortoises shall only be **captured and** relocated when the low temperature at the recipient site is forecasted by the National Weather Service (www.weather.gov) to be above 50° F for three consecutive days **[72 hours]** after release (including the day of relocation). This three-day window of milder temperatures is required to allow the relocated tortoises to settle into the recipient site and reduce the chance of cold-related stress or mortality.
- 10 Permittee shall not accept gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.). The Permittee should direct individuals that bring symptomatic tortoises to the recipient site to alternatively release those tortoises back within the donor/capture site; transport them to an FWC licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for quarantine and observation for recovery and subsequent relocation; transport and donate them to an FWC permitted disease research program; or have them humanely euthanized by a licensed veterinarian when disease is advanced.
- 11 This permit does not authorize Permittee access to any public or private properties. Any required permission accordingly must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 12 **This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, F.A.C.**

and Chapter 120, Florida Statutes. It is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities.

- 13 Up to 22 gopher tortoises may be received at and relocated to the estimated 67.81 acres of tortoise habitat contained within the 71.57-acre Port Orange Phase I, up to 79 gopher tortoises may be received at and relocated to the estimated 100.00 acres of tortoise habitat contained within the 135.55-acre Port Orange Phase II, up to 343 gopher tortoises may be received at and relocated to the estimated 120.53 acres of tortoise habitat contained within the 170.82-acre Port Orange Phase III, **up to 365 gopher tortoises may be received at and relocated to the estimated 158.63 acres of tortoise habitat contained within the 228.24-acre Port Orange Phase IV, and up to 214 gopher tortoises may be received at and relocated to the estimated 133.83 acres of tortoise habitat contained within the 153.43-acre Port Orange Phase V sites identified above.** All tortoises must be soft-released into temporary enclosures in accordance with the enclosure methods described in the Permitting Guidelines. Applications to amend this permit to authorize release of gopher tortoises to other units within this recipient site will be evaluated and acted upon by the FWC under the permitting guidelines and provisions/conditions in place at the time of application. Specific areas within other units that are proposed to receive relocated tortoises will also be evaluated for their suitability during the application review process.
- 14 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to the recipient site, at reasonable times, for the purpose of inspecting the relocation and release activities authorized under this permit.
- 15 **For Phases I, II, and III** , the permittee shall provide the FWC with sufficient assurance that it retains the financial capability to conduct the habitat management necessary to enhance or maintain quality habitat for gopher tortoises by providing periodical updates to the Mitigation Bank Trust Fund Agreement ("Trust"). This shall be provided in the form of an annual valuation statement that confirms the value of the Trust. The valuation statement shall be submitted to the FWC annually **by June 30.**

For Phases IV and V, the Permittee shall provide the FWC with sufficient assurance that it retains the financial capability to conduct the habitat management necessary to enhance or maintain quality habitat for gopher tortoises by annual budgetary appropriation committed to the City Council of the City of Port Orange, Volusia County Resolution Number 18-18, signed July 17, 2018. By June 30 of each year, beginning in 2020, the Permittee shall submit to FWC documentation that the monies committed to in this City of Port Orange Resolution have been allocated to the account designated for habitat management within the Port Orange Gopher Tortoise Recipient Site.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B7b) Approval of Extension No. 3 of Service Agreement with Halifax Humane Society

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Extension No. 3 to extend the existing contract for services with Halifax Humane Society through September 30, 2024 and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Halifax Humane Society (HHS) and the City continue to work on negotiating a new services agreement. However, the current extension is set to expire on June 30, 2024. HHS is again under new leadership and has proposed a revised service agreement with all municipalities in Volusia County who contract for their services. The cities have collectively asked for another extension of the current agreement in order to give additional time to negotiate the new contract terms proposed by HHS. This extension will continue services through September 30, 2024, with the expectation that the new services agreement will be completed and in place by October 1, 2024. This is extension No. 3 of the existing contract for animal services and the Trap Neuter Release services provided by the Halifax Humane Society (HHS). Services include, but are not limited to, temporary impoundment, spay and neuter, vaccination, adoption, euthanasia, and ear-tipping of feral cats as part of the City's Trap Neuter Release (TNR) program.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Halifax Humane Society Extension No. 3	Halifax Humane Society Extension No. 3.pdf
2.	Halifax Humane Society Ext 2	Halifax Humane Society Ext 2.pdf
3.	Halifax Humane Society Ext 1	Halifax Humane Society Ext 1.pdf
4.	Halifax Humane Society Agreement 2021	Halifax Humane Society Agreement 2021.pdf

Eric Fisher
Manuel Marino

Created/Initiated - 4/25/2024
Approved - 4/25/2024

John McKinney	Approved - 5/6/2024
Matthew Jones	Approved - 6/6/2024
Wayne Clark	Approved - 6/7/2024
Tracee Cody	Final Approval - 6/7/2024

EXTENSION NO. 3
TO AGREEMENT FOR SERVICES BETWEEN HALIFAX HUMANE SOCIETY, INC. AND THE CITY OF PORT ORANGE
DATED JANUARY 7, 2023

THIS EXTENSION NO. 3 ("Extension No. 3") is entered into on the day and year set forth hereinafter 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 "Impounding Agency" or "City") and **HALIFAX HUMANE SOCIETY, INC.** ("Humane Society"), a Florida Not For Profit Corporation whose principal address is 2364 West LPGA Boulevard, Daytona Beach, FL 32124 (collectively "the Parties"). The Parties have agreed as follows:

WHEREAS, on the 7th day of January, 2023, the Parties entered into an Agreement for Services ("Contract"), with an initial term commencing on February 1, 2023 and continuing until midnight on September 30, 2023; and

WHEREAS, the Parties agreed to extend the Contract ("Extension No. 1") for two additional months in order for the parties to negotiate a new service agreement to commence on October 1st, 2023 and continue until November 30, 2023, allowing for further negotiations; and

WHEREAS, the Parties again agreed to extend the Contract in order for the parties to negotiate a new service agreement to commence on December 1, 2023 and continue until June 30, 2024; and

WHEREAS, the Parties once again seek to extend the Contract in order for the parties to negotiate a new service agreement, notwithstanding the date of execution of this Extension No. 3, to commence on July 1, 2023 and continue until September 30, 2024; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension No. 3 is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. **Term.** The Term of the Contract is hereby extended for three additional months. Notwithstanding the date of execution, the Contract shall continue until September 30, 2024.
2. **Integration.** This Extension expressly modifies the Contract and shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties. In the event of a conflict, the terms and conditions of this Extension shall prevail. Unless modified herein, the original terms of the Contract shall remain in full force and effect.
3. **Contract Construction.** This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Humane Society and the City until the City signs this Extension.

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

HALIFAX HUMANE SOCIETY, INC.

By: 

Printed Name: Christina Sutherin

Title: CEO

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

Date: 6/6/24

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest:

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

Date: _____

EXTENSION NO. 2
TO AGREEMENT FOR SERVICES BETWEEN HALIFAX HUMANE SOCIETY, INC. AND THE CITY OF PORT ORANGE
DATED JANUARY 7, 2023

THIS EXTENSION NO. 2 ("Extension No. 2") is entered into on the day and year set forth hereinafter 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 "Impounding Agency" or "City") and **HALIFAX HUMANE SOCIETY, INC.** ("Humane Society"), a Florida Not For Profit Corporation whose principal address is 2364 West LPGA Boulevard, Daytona Beach, FL 32124 (collectively "the Parties"). The Parties have agreed as follows:

WHEREAS, on the 7th day of January, 2023, the Parties entered into an Agreement for Services ("Contract"), with an initial term commencing on February 1, 2023 and continuing until midnight on September 30, 2023; and

WHEREAS, the Parties agreed to extend the Contract ("Extension No. 1") for two additional months in order for the parties to negotiate a new service agreement, notwithstanding the date of execution of this Extension, to commence on October 1st, 2023 and continue until November 30, 2023, allowing for further negotiations; and

WHEREAS, the Parties once again seek to extend the Contract in order for the parties to negotiate a new service agreement, notwithstanding the date of execution of this Extension No. 2, to commence on December 1, 2023 and continue until June 30, 2024; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension No. 2 is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. **Term.** The Term of the Contract is hereby extended for seven additional months. Notwithstanding the date of execution, the Contract shall continue until June 30, 2024, and shall include a 10% increase to the fees provided therein beginning December 1, 2023.
2. **Integration.** This Extension expressly modifies the Contract and shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties. In the event of a conflict, the terms and conditions of this Extension shall prevail. Unless modified herein, the original terms of the Contract shall remain in full force and effect.
3. **Contract Construction.** This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Humane Society and the City until the City signs this Extension.

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

HALIFAX HUMANE SOCIETY, INC.

By: 

Printed Name: Adam Leath

Title: CEO

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

Date: 11/9/23

CITY OF PORT ORANGE

By: 

Donald O. Burnette, Mayor

Date: 11/14/2023



Attest: 

By: 

Robin L. Fenwick, MMC, City Clerk

Date: 11/14/2023

EXTENSION NO. 1
TO AGREEMENT FOR SERVICES BETWEEN HALIFAX HUMANE SOCIETY, INC. AND THE CITY OF PORT ORANGE
DATED JANUARY 7, 2023

THIS EXTENSION NO. 1 ("Extension") is entered into on the day and year set forth hereinafter 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 "Impounding Agency" or "City") and **HALIFAX HUMANE SOCIETY, INC.** ("Humane Society"), a Florida Not For Profit Corporation whose principal address is 2364 West LPGA Boulevard, Daytona Beach, FL 32124 (collectively "the Parties"). The Parties have agreed as follows:

WHEREAS, on the 7th day of January, 2023, the Parties entered into an Agreement for Services ("Contract"), with an initial term commencing on February 1, 2023 and continuing until midnight on September 30, 2023; and

WHEREAS, the Parties desire to extend the Contract for two additional months in order for the parties to negotiate a new service agreement, notwithstanding the date of execution of this Extension, to commence on October 1st, 2023 and continue until November 30, 2023, allowing for further negotiations; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. **Term.** The Term of the Contract is hereby extended for two additional months. Notwithstanding the date of execution, the Contract shall continue until November 30, 2023, without any changes to the terms therein.
2. **Integration.** This Extension expressly modifies the Contract and shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties. In the event of a conflict, the terms and conditions of this Extension shall prevail. Unless modified herein, the original terms of the Contract shall remain in full force and effect.
3. **Contract Construction.** This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Humane Society and the City until the City signs this Extension.
4. **Authority to Sign.** Each person signing this Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

HALIFAX HUMANE SOCIETY, INC.

By: Adam Leath
Printed Name: Adam Leath
Title: CEO

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

Date: 9/6/23

CITY OF PORT ORANGE

By: 

Donald O. Burnette, Mayor

Date: 9/19/2023



Attest: 

By: 

Robin L. Fenwick, MMC, City Clerk

Date: 9/19/2023

**AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
City of Port Orange**

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Port Orange**, a Florida Municipal corporation. ("Impounding Agency").

WHEREAS, in order to enforce the ordinances of the Impounding Agency and the laws of the State of Florida, the Impounding Agency desires to deliver animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of February 2023, and will remain in full force and effect for an initial eight (8) month period ending on midnight September 30, 2023. The parties shall have the option to extend the Agreement for up to three (3) additional twelve (month) periods if agreed to by both parties in writing with a 10% increase annually of fees
2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**
 - (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from within the jurisdictional limits of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.
 - (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the Impounding Agency's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding Agency for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats

following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, telephone number, current home and post office addresses (as verified by a government issued identification), and identify the place where the animals involved were located or picked up.

- (c) When the Impounding Agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Impounding Agency representative shall use its best efforts to attempt to return the animal to its rightful owner, when safe for the animal to do so. The Impounding Agency representative shall also provide to Halifax all owner/guardian contact information gathered and documented attempts of contact for the owner/guardian. An administrative fee of \$35 will be assessed for every animal found to have identification by means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for the required quarantine timeframe and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release.
- (d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period of three (3) calendar days (unless the cat is referred to the Return to Field (RTF) program as described below). There will be a 24-hour only holding period for dogs under 6 months of age when 2 or more are impounded together and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding Agency, the Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the Impounding Agency. The Impounding Agency representative will expressly inform the Humane Society if a cat

is brought in as part of the Trap, Neuter, and Return Program (TNR) or Return to Field (RTF). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding Agency designated representative upon request. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in 3(b) under RTF/TNR Cats. The Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

- i. The Humane Society and the Impounding Agency shall mutually agree on the day(s) of the week that the Impounding Agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding Agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.
- ii. Surgeries may be completed at either:

Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124

Or

HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia for a cost of \$45. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of \$45.
- v. The Humane Society recognizes that the Impounding agency may not have a licensed veterinarian on staff and would not have the ability to determine whether an animal should be euthanized. Therefore, upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The cost

for euthanasia is \$45.

- vi. All cats being returned to the Impounding Agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.
- vii. No procedures other than those listed in this Agreement will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:
 - Invoice number
 - Visit Date
 - Billing Date
 - Animal Name and/or Number
 - Name and Address of Individual Dropping-Off (if other than ACO)
 - Services provided
 - Cost for each service provided
 - Total cost
- viii. The Humane Society will combine and send all invoices to the Impounding Agency, monthly.
- ix. Animal Control Officers will notify the Humane Society staff at the LPGA location whether a feline brought there is not eligible for RTF due to being confiscated, seized or under quarantine.
- x. The Humane Society will only release RTF cats to the Impounding Agency Animal Control Officer unless Impounding Agency provides permission for a 3rd party release in writing from an authorized representative of the Impounding Agency.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding Agency's designated personnel, Law Enforcement, or Animal Control Officers; and
 - (ii) each stray dog or cat, domesticated animal, injured animal, deceased animal,

livestock animal or wild animal emanating from within the jurisdictional limits of the Impounding Agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via Impounding Agency with prior Supervisor approval from Humane Society and fees for this service are listed in 3(b) under Owner Surrender – via ACO. Owner requested surrenders in the field should be referred to Halifax Humane Society directly.

- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTF/TNR program)	
Stray Sheltering (up to 3 days)	\$120
Administrative Fee - failure to reunite/contact known owners	\$35
Owner Surrender via Animal Control Officer	\$120
Other small domesticated pets	\$100
Livestock/Wildlife	\$150
Wild animal - (Euthanasia)	\$55.00
Deceased on arrival - (Disposal)	\$25.00
Quarantined animal (e.g., Rabies)	\$100 fee plus \$30 per additional day Quarantine period determined by Florida State Statute
Confiscated animals – Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case	\$120 fee (includes up to 3 days of impoundment) \$21 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery	\$45
Complimentary ear tipping, FVRCP, Rabies Vaccines	
Anesthesia Fee	\$45
No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	
Euthanasia	\$45
Veterinarian determined that patient cannot undergo surgery due to illness/disease	
Fees for Additional Services	Staff Support: \$25.00 per hr.
Forensic calls and staff assistance	Veterinarian Support: \$125.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the “Prompt Payment Act”). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days

after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within 15 days of the date of the invoice. Disputed balances shall not be considered overdue and shall not bear interest until said dispute has been resolved.

- (d) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency account for animals that were not impounded by an Impounding Agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours. After hours animal drop off not permitted.
- (e) The Humane Society will use good faith efforts to try to collect from the animal's owner costs for which the Impounding Agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding Agency shall be credited the full amount any such fees or charges paid. Humane Society staff is required to seek full payment of the fees by the animal owners without indicating that such payment is optional. Any time a fee is waived or reduced for an indigent animal owner, it must be authorized by a Humane Society Supervisor prior to the animal being released.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for, and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding Agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied. The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the Impounding Agency to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding Agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a

stray

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding Agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Chapter 767, Part II of the Florida Statutes (the "Dangerous Dog Law"), may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the Impounding Agency's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding Agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding Agency may request that euthanasia be performed by the Humane Society when it is the Impounding Agency's belief that the dog poses a threat to public safety. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal under the Dangerous Dog Law

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owner(s) are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency agrees to provide next of kin, emergency contact or any other available contact information to Humane Society within 3 days of impoundment. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3-day holding period for stray animals. The Impounding agency shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the Impounding Agency as a result of an owner eviction will be held by the Humane Society for five (5) days. The Impounding Agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of the animal(s) confiscated. Impounding agency's representative will provide proof of such notice, inform of agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accrued pursuant to Section 3(b) will be paid by the Impounding Agency.

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to

disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a "stray."

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding Agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the Impounding Agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **TERMINATION FOR CONVENIENCE:** The parties agree that the Impounding Agency may terminate this Agreement, or any services contracted for hereunder, either in whole or part, whenever the Impounding Agency shall determine that such termination is in the best interest of the Impounding Agency or if funds are not appropriated for the services provided hereunder. Said termination shall be noticed by letter to the Humane Society. Upon termination, no such services shall be provided by the Humane Society and Impounding Agency shall be responsible for payment for any services provided up to the date of termination as shown on a final invoice provided by Humane Society.

12. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

Policies 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. Insurer shall provide the Impounding Agency 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 Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate \$2,000,000 / Each Occurrence \$1,000,000
Automobile Liability:	\$1,000,000
Umbrella Liability:	\$1,000,000

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency 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 Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

13. **SOVEREIGN IMMUNITY:** The Impounding Agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the Impounding Agency 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 Impounding Agency 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 this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding Agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. **PUBLIC RECORDS:** Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding Agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 City Center Circle, Port Orange, Florida 32129; Email: cityclerk@port-orange.org.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding Agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the Impounding Agency's custodian of public records, provide the Impounding Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Impounding Agency.
- d) Upon completion of the contract, transfer, at no cost, to the Impounding Agency all public records in the possession of the contractor or keep and maintain public records required by the Impounding Agency to perform the service. If the contractor transfers all public records to the Impounding Agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Impounding Agency, upon request from the Impounding Agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding Agency.
- e) Requests to inspect or copy public records relating to the Impounding Agency's contract for services must be made directly to the Impounding Agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding Agency. If the Impounding Agency does not possess the records requested, the Impounding Agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding Agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding Agency. Humane Society shall indemnify, defend, and hold the Impounding Agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes

Impounding Agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

15. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

16. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

17. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

18. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

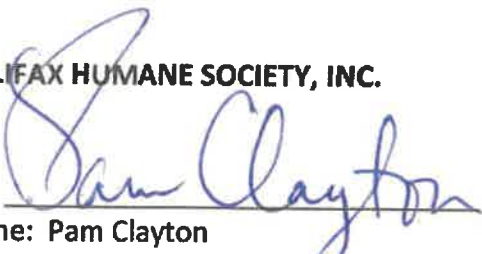
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement. This Agreement supersedes and replaces in the entirety the Agreement for Services dated 9-7-2021. All other agreements or understandings made by and between the Impounding Agency and Humane Society prior to this Agreement are null and void.

20. **AMENDMENTS:** This Agreement cannot be amended or modified except by writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives, and successors.

21. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Pam Clayton
Title: Chief Executive Officer
Date: 12/20/2022

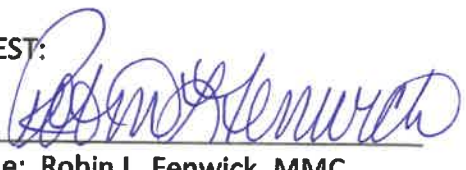
CITY OF PORT ORANGE

By: 
Name: Donald O. Burnett
Title: Mayor
Date: 1/17/2023

ATTEST:

By: 
Name: Christina Sutherin
Title: Chief Operating Officer
Date: 12/20/22

ATTEST:

By: 
Name: Robin L. Fenwick, MMC
Title: City Clerk
Date: 1/17/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B8) Approval of Utilities Costs Recovery and Release Agreement for 258 Poinciana Avenue

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Utilities Costs Recovery and Release Agreement for 258 Poinciana Avenue and authorize the Mayor and City Clerk to execute said agreement.

SUMMARY: The property located at 258 Poinciana Avenue, Port Orange, Florida ("Subject Property") has incurred a Claim of Lien by the City, recorded in Official Records Book 6579, Page 1311, Public Records, Volusia County, Florida ("Lien"), related to water utility services available to the Subject Property, and the lack of payment for said available services as required by the Code of Ordinances, City of Port Orange, Florida ("Code"). In addition, a Code Enforcement action under Case No. 24-01104 ("CE Action") has been initiated against the Subject Property due to the availability of water and sanitary sewer services and failure to connect to said services as required by Code.

The current circumstances were created by the prior owner, who has passed away. The current owners are requesting relief from the late fees, penalties, and interest associated with the Lien, and termination of the pending Code Enforcement Action, subject to their payment of the reduced lien balance, completing the requisite connection to utilities for water and sanitary sewer services, and abandonment of the septic system, pursuant to the Code of Ordinances and any other requirements of local, state, and federal laws. The owners will have six (6) months from the effective date of the agreement to complete the requisite connections and make payment of the Lien balance.

Staff is recommending approval of this item as it will remove the reliance of sanitary sewer services from the septic tank, which, along with not being in compliance with, contributes to environmental issues in the local waterways. If the conditions of the agreement are completed, the owners will be paying for the connected services and the Subject Property will be in compliance with the City's Code.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Utilities Costs Recovery and Release Agreement	Utilities Costs Recovery and Release Agreement.pdf
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Robin Fenwick	Created/Initiated - 6/4/2024
Shannon Balmer	Approved - 6/6/2024
John McKinney	Approved - 6/6/2024
Wayne Clark	Approved - 6/7/2024
Tracee Cody	Final Approval - 6/7/2024

UTILITIES COSTS RECOVERY AND RELEASE AGREEMENT

This Utilities Costs Recovery and Release Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 (the "effective date"), by and between **EstateCo, LLC**, a Florida limited liability company, as **Trustee** of the **258 Poinciana Ave Land Trust dated July 20 2023** ("Owner") and the **City of Port Orange**, Florida, a Florida municipality ("City"), collectively referred to as the "Parties." The Parties hereby covenant and agree, and bind their successors and assigns as follows:

WHEREAS, the Owner is the owner of the property located at **258 Poinciana Avenue**, identified as **Parcel No. 6340-03-06-0390** ("Subject Property"); and

WHEREAS, the Subject Property has incurred a lien, of record in Official Records Book 6579, Page 1311, Public Records, Volusia County, Florida ("Lien"), related to the water utility services available to the Subject Property, and the lack of payment and compliance with connection to said services as required by the Code of Ordinances, City of Port Orange, Florida; and

WHEREAS, the above-referenced Lien is valid against the real property referenced herein and is superior and paramount to the interest in such land or premises of any owner, lessee, tenant, mortgagee or any other person, except the liens of state, county, and municipal taxes, and shall be on parity with the liens of such, pursuant to Section 159.17, Florida Statutes.

WHEREAS, a Code Enforcement action under Case No. 24-01104 ("CE Action") has been initiated against the Subject Property due to the availability of sanitary sewer services and the lack of compliance with connection to said services as required by the Code of Ordinances, City of Port Orange, Florida; and

WHEREAS, the CE Action is in a pending status due to the ongoing discussions with Owner to perform corrective action for compliance with the Code of Ordinances, City of Port Orange, Florida; and

WHEREAS, the Owner has requested a waiver of the late fees, penalties, and interest associated with the Lien, subsequent release once payment received, and termination of the pending CE Action, subject to completing the requisite connection to utilities for water and sanitary sewer services, and abandonment of the septic system, pursuant to Code of Ordinances, City of Port Orange, Florida ("Code of Ordinances"); and

WHEREAS, this Agreement sets forth the terms and conditions under which the City will release the Lien and terminate the CE Action.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the Parties hereto mutually agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.
2. Subject to the terms and conditions contained herein, the City hereby agrees to waive the penalties, interest and late fees associated with the Lien and to accept a reduced

payment of the actual costs and fees associated with water utilities services in the amount of \$7,172.68("Lien Balance").

3. Subject to the terms and conditions contained herein, the City hereby agrees to release said lien upon receipt of the payment for the Lien Balance and the timely completion of the connection to the City's utilities system for water service available to the Subject Property, in accordance with the Code of Ordinances, and any other applicable law.
4. Furthermore, subject to the terms and conditions contained herein, the City hereby agrees to terminate the CE Action upon the Owner's timely completion of the connection to the City's utilities system for sanitary sewer service, and abandonment of the septic tank, in accordance with Code of Ordinances and any other applicable law.
5. The Owner shall complete the requisite connections to both of the City's' utilities systems for water and sanitary sewer services, establish service accounts with the City, complete the process for abandoning the septic tank, and pay the Lien Balance, within Six (6) months from the effective date of this Agreement.
6. Upon the City's approval and sign off of the requisite permits for the connections to the City's utilities systems for water and sanitary sewer services, verification of Owner establishing the account for the utilities services, verification of the completion of the abandonment of the septic tank, as evidenced by the compliance documentation from the Volusia County Health Department, and receipt of the payment for the Lien Balance, within the requisite time established hereinabove, the City shall execute and record a Release of Lien in the Public Records, Volusia County, Florida, terminate the pending CE Action, and the Owner shall have no further obligation as to the matters contained herein.
7. However, Owner agrees and acknowledges that if the Owner fails to timely complete the connections to the utilities systems, abandon the septic tank, and pay the Lien Balance, as required herein, then the Owner shall be considered in default of this Agreement. In the event of a default of this Agreement, the City shall cause the accrual of penalties, interest and late fees, previously waived in consideration of this Agreement, to be reinstated as to the Lien Balance as if no waiver had ever occurred. In addition, the CE Action shall be reinstated and continue to proceed as if no termination had occurred.
8. For purposes of the enforcement of the matters herein described, this Agreement shall be construed and enforced in accordance with the provisions of Chapters 2 and 74, Code of Ordinances, City of Port Orange, Florida.
9. This Agreement forms the entire agreement between the Parties and supersedes any prior discussions or correspondence. The invalidity or unenforceability of any

provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

10. Owner has read the foregoing Agreement in its entirety, and voluntarily agrees to each of its terms with full knowledge thereof. Furthermore, Owner acknowledges and understands that Owner has the opportunity to have outside counsel of their choice review this Agreement.

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement for City of Port Orange sewer connection as of the date above.

Owner:

258 Poinciana Ave Land Trust dated July 20
2023

By EstateCo, LLC, a Florida Limited Liability
Company
Its Trustee

By: _____

Printed Name: _____

Title: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by _____, Manager of EstateCo, LLC, a Florida Limited Liability Company, Trustee for 258 Poinciana Ave Land Trust dated July 20 2023, who has produced identification or is personally known to me.

Notary Public, State of _____
Printed Name, Stamped Commission, Seal, and Term

CITY OF PORT ORANGE
FLORIDA, a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B9) Approval of FY 2024 Utility Billing and Accounts Receivable Accounting Adjustment

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Write-off of Uncollectible Accounts Receivable Debts and authorize the Finance Director or their designee to adjust accounts with an effective date of June 30, 2024.

SUMMARY: Throughout each fiscal year, the City accumulates various types of uncollectible revenue as a result of accounts being terminated, individuals filing for bankruptcy, businesses becoming inactive, or balances being outstanding over 180 days. These amounts are subject to write-off at the end of each fiscal year. This write-off request is to coincide with the transition from WorkDay to Tyler Munis our new accounting software.

This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. In applying GAAP accounting principles, the act of writing off outstanding account balances is a necessary accounting function that leads to an accounting adjustment on the City's Financial Statements to accurately show the outstanding balance and the expectation of that timely collection is unlikely. If a customer's account has been written off as uncollectible on the City Financial Statements, this does not erase or forgive that debt.

The City provides utility services to approximately 29,000 customers and the monthly billing is settled in arrears (after usage has occurred). Since services are provided before receiving payment, inevitably, the City has customers that do not pay for the services provided. The City can and does collect some portion of the amount owed by those customers by several methods. City staff reaches out to the customer to try to collect the outstanding payment, including follow-up notices and phone calls to remind them of the outstanding balance and encourage payment. If it is an owner-occupied location, liens are filed with the Clerk of Court. These liens are typically satisfied when the property is conveyed. For a returning tenant account, when they request new utility services, we are able to collect their prior balance before establishing a new service. Despite the best efforts of City staff, some tenant and owner accounts go without payment and, for various reasons, the balance may need to be written off for accounting purposes.

The last write-off submitted to the Council was September 19, 2023.

The amount requested for utility adjustment is \$60,363.44. This includes:

- 353 accounts (246 tenants & 107 owners)
- Tenant accounts of \$44,742.76
- Owner accounts of \$11,830.95
- The average delinquency is \$160.26 (excluding bankruptcy).
- 3 delinquencies over \$1,000
- Bankruptcy accounts of \$3,789.73
- It represents less than 0.00160657 % of our annual billings for utility services.

The bankruptcy accounts that total \$3,789.73 are not subject to future collection efforts in accordance with Federal law.

Additionally, the City provides various services to individuals within Port Orange, from fire inspection services, special events, hazardous use permits, business tax receipts (BTRs), code liens, and legal advertisement fees. The amount requested for adjustment for Miscellaneous Receivables is \$79,713.52, which includes three code enforcement liens. These liens are mostly penalties for violations of City code and not non-payment for services. The liens amount to \$74,778.50 of the approximate \$80,000 miscellaneous receivables. Of those three code cases, one is not collectible due to a clerical error with the address on the case documentation and the Affidavit of Compliance not being recorded when the property was brought into compliance, which would have stopped the daily fine from accruing further. As of this date, the property remains in compliance and there are no additional violations, open cases, or liens. The other two code liens included in this adjustment, totaling \$46,320.50, are over 20 years old. Liens provided by Article V of the Code of Ordinances that have been of record for more than 20 years are uncollectible, pursuant to Florida Statutes.

The total adjustments of \$140,076.96 can be found in Exhibit A.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Exhibit A Write-offs	Exhibit A Write-offs .pdf
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John McKinney	Created/Initiated - 6/4/2024
John McKinney	Approved - 6/4/2024
Matthew Jones	Approved - 6/6/2024
Wayne Clark	Approved - 6/11/2024
Tracee Cody	Final Approval - 6/11/2024

Exhibit "A"

Customer Accounts Write-offs

Customer Number	Customer Name	Write-off Reason	Total Write-off Amount
2848	Neace, Shannon	2015 Athletic registration and associated interest	\$ 890.61
2940	Sicowitz, Charles	2016 tuition agreement breached	\$ 151.69
3212	Durning, Emille	2019 Misc. Police Charges	\$ 193.07
3226	Jeremy Brown	2019 Athletic registration and NSF fee	\$ 106.71
2313	Kuespert, James P	2012 News Journal Advertising	\$ 1,899.42
2977	Port Orange Stallions	2017 Police Detail	\$ 576.21
3160	Tubbs, Barbara	2019 Misc. Police Charges	\$ 284.75
3193	York, Joshua	2019 Misc. Police Charges	\$ 170.84
3194	York, Yvonne	2019 Misc. Police Charges	\$ 661.72
NOT A CUSTOMER	Henry M. Dennis - 258 Poinciana Ave.	Code Lien Case No. 02-264 Not previously recorded in Workday; duration of lien 20yrs. Per City of Port Orange Code of Ordinances Sec. 2-214, the lien to include penalty and interest is currently capped at \$26,044.50 and per Sec 2-215 is Uncollectable after 20 years outstanding	\$ 26,044.50
CU-000182	Ross Polito & Doreen Polito Goodwin - 5479 Taylor Ave.	Code Lien Case No. 21-0473 dispute regarding notice.	\$ 28,458.00
2826	Renko, Peter - 150 Howes St.	Code Lien Case No. 02-1207 Not previously recorded in Workday; duration of lien 20yrs. Per City of Port Orange Code of Ordinances Sec. 2-214, the lien to include penalty and interest is currently capped at \$20,276.00 and per Sec 2-215 is Uncollectable after 20 years outstanding	\$ 20,276.00
Customer Accounts Write-offs			Total \$ 79,713.52

Utility Accounts Write-offs

CUST ID	LOC ID	SERVICE ADDRESS	DEBT	TERMINATION DATE	Customer Type/Comments
32145	22162	1276 SPARTON	21.80	1/4/2010	Renter
149765	33	3548 FOREST BRANCH B	174.62	1/25/2021	Renter
179677	12690	3652 SCOTT	87.38	10/4/2021	Renter
170899	10824	5932 HATTERAS	108.69	10/7/2021	Renter
89299	22508	1398 LA COSTA VILLAGE	7.16	10/8/2021	Renter - Incorrectly in system as OW (Park)
164109	8290	971 BELLEFLOWER	114.39	10/12/2021	Renter
194115	20218	419 PALM CASTLE	146.96	10/14/2021	Renter
186917	6406	5480 ISABELLE	130.00	10/18/2021	Renter
190961	22	3554 FOREST BRANCH C	43.41	10/25/2021	Renter
192515	41045	1622 PHAM	47.87	11/1/2021	Renter
194897	36574	5148 ROGERS	465.23	11/2/2021	Renter
148271	21975	1221 LAS BRISAS	290.30	11/4/2021	Renter - Account Holder Deceased
183417	10075	536 TAYLOR	56.55	11/5/2021	Renter
193907	21657	1108 SOUTHAMPTON B	667.52	11/12/2021	Renter, Cust had leak, left
188877	14907	3554 IRISH	216.31	11/12/2021	Renter
190263	39379	3973 SUNSET COVE	135.92	11/12/2021	Renter
150299	21873	1200 LAS BRISAS	25.30	11/18/2021	Renter - Account Holder Deceased
194767	12425	177 MOONSTONE	62.95	11/20/2021	Renter
168507	28776	6091 JASMINE VINE	90.63	11/22/2021	Renter
192445	30318	401 N WILLOW	21.38	11/30/2021	Renter
195797	21046	841 PINE FOREST	28.88	11/30/2021	Renter
173813	30307	1633 ARMIN	159.72	12/4/2021	Renter
191447	12595	885 CHRISTY	190.18	12/14/2021	Renter
166097	22631	1450 MADELINE 24	69.57	12/14/2021	Renter
180319	6942	432 LESLIE	210.25	12/23/2021	Renter
196253	25397	5259 NOVA E	31.77	2/18/2022	Renter
148397	8246	5569 MOSSY OAK	34.45	7/12/2022	renter
184627	26903	3725 SUNRISE OAKS	150.56	9/1/2022	Renter
185983	91	3529 FOREST BRANCH A	125.74	9/1/2022	Renter
191959	21014	836 PINE FOREST	42.37	9/1/2022	Renter
123343	25649	5513 NOVA	157.17	9/2/2022	Renter
183301	12391	119 MOONSTONE	89.14	9/2/2022	Renter
156295	16234	132 PIEDMONT	43.27	9/2/2022	Renter - Account Holder Deceased
186175	40928	1613 PHAM	163.44	9/6/2022	Renter
127091	34979	5646 BALD EAGLE	71.41	9/8/2022	Renter
60425	18297	102 BAREFOOT	134.78	9/13/2022	Renter
185019	17495	4 E MAGNOLIA	21.25	9/13/2022	Renter
177599	13010	55 SPRINGWOOD	114.56	9/16/2022	Renter
181337	5666	5115 TAYLOR	86.49	9/16/2022	Renter
181817	21690	1114 FIFTH	157.34	9/19/2022	Renter
201049	24391	3960 OAK TRAIL 3105	38.70	9/21/2022	Renter
189459	2103	1142 VIKING	12.67	9/22/2022	Renter
199285	28789	6109 JASMINE VINE	220.55	9/26/2022	Renter
80375	19992	361 KUMQUAT	30.61	9/27/2022	Renter
160373	21704	1116 FIFTH	191.51	9/28/2022	Renter
193531	38295	5527 S WILLIAMSON 810	255.31	10/4/2022	Renter
179731	5436	5360 BARHYDT	106.59	10/5/2022	Renter
185747	1882	1137 MEDITATION	30.08	10/5/2022	Renter
190989	1165	520 POWERS	60.14	10/6/2022	Renter
173739	12645	3740 PAIGE	27.99	10/10/2022	Renter
29399	5963	4570 SPRUCE CREEK	269.71	10/11/2022	Renter
197347	12806	787 SUGAR CANE	98.58	10/13/2022	Renter
190287	20926	814 SUGAR HOUSE	17.12	10/14/2022	Renter
198495	25492	5410 TAYLOR	62.44	10/17/2022	Renter
146717	18924	142 YOUNG	214.07	10/18/2022	Renter
50065	25913	5629 WILSON	57.87	10/27/2022	Renter
130909	22109	1254 CALIENTE	1,061.21	10/31/2022	Renter, cust had leak, left (park)
181717	6725	5406 SYDNEY	111.27	11/1/2022	Renter
198575	41045	1622 PHAM	9.36	11/1/2022	Renter
179085	477	3670 RIDGEWOOD	348.12	11/2/2022	Renter - Went out of business
16525	731	617 LEMON	14.93	11/2/2022	Renter
198297	12702	3644 DAME	56.56	11/7/2022	Renter
200931	19111	176 SAND PEBBLE	194.56	11/14/2022	Renter
182835	18008	58 WALTON	32.96	11/14/2022	Renter - Incorrectly in system as OW (Park)
179891	25216	5090 ORANGE A	42.87	11/16/2022	Renter
130143	30565	5211 WOOD	39.03	11/16/2022	Renter
179535	5538	5317 CHRISTIANCY	129.88	11/22/2022	Renter
193129	2243	16 WOODLAKE	302.49	11/30/2022	Renter
120553	25745	5587 LANCEWOOD	42.00	11/30/2022	Renter
192751	5763	5236 PINELAND	115.94	11/30/2022	Renter
197057	24445	3960 WILLOW TRAIL K41	135.07	12/1/2022	Renter
147939	20489	601 ORANGE	109.28	12/1/2022	Renter
202981	1798	3530 RED PONTIAC	139.96	12/2/2022	Renter
192113	34203	1760 TRIBUTORY	333.76	12/8/2022	Renter
186803	39231	5346 PEACH BLOSSOM	150.85	12/8/2022	Renter
193497	7063	6516 PATHELEN	108.20	12/8/2022	Renter
192997	15531	6123 HALF MOON	216.37	12/13/2022	Renter
187575	6413	5452 ISABELLE	507.31	12/19/2022	Renter- Cust had leak, left

193809	25363	5224 TAYLOR	108.84	12/28/2022	Renter
155709	17058	315 N GREENWAY	114.83	12/29/2022	Renter
196773	18423	108 GAY GAYLE	119.58	1/4/2023	Renter
199267	33879	6634 MERRYVALE	212.40	1/6/2023	Renter
200399	36532	1823 CREEKWATER	238.79	1/11/2023	Renter
182687	11857	5961 PENROSE	87.80	1/11/2023	Renter
189649	15610	3812 CHERRY GROVE	83.28	1/11/2023	Renter
182387	5933	4951 ORANGE	388.54	1/19/2023	Renter
198265	12957	2 SPRINGWOOD	361.26	1/19/2023	Renter
190127	22975	2298 LAS FUENTES	313.22	1/19/2023	Renter - Account Holder Deceased
193973	26514	6179 KNOTTY PINE	91.55	1/19/2023	Renter
199403	29358	3904 LONG GROVE	427.45	1/23/2023	Renter
197129	6362	5435 ROGERS	158.35	1/23/2023	Renter
188505	25454	5352 CHRISTIANCY	619.00	1/25/2023	Renter
188393	21352	980 CANALVIEW C4	220.16	1/26/2023	Renter
161591	483	303 CHARLES	166.62	1/26/2023	Renter
198687	37850	5537 S WILLIAMSON 665	345.79	1/30/2023	Renter
174223	35789	1870 CREEKWATER	110.45	2/1/2023	Renter
127165	5017	4526 NETTLE CREEK	649.79	2/6/2023	Renter, Cust had leak, left
61997	17914	46 WINDWARD	391.93	2/6/2023	Renter - Incorrectly in system as OW (Park)
115171	20086	397 N GREENWAY	250.57	2/7/2023	Renter
198945	23960	3780 CLYDE MORRIS 1403	234.81	2/8/2023	Renter
188303	10750	5822 SOUTHPORT	415.43	2/9/2023	Renter - Cust had leak, left
198097	5039	4501 NETTLE CREEK	7,024.99	2/11/2023	Renter - Cust had leak, left
199869	16586	95 FLAMINGO	257.35	2/11/2023	Renter - Incorrectly in system as OW (Park)
191453	22571	1416 HARNDEN	311.61	2/13/2023	Renter
194841	12994	39 SPRINGWOOD	480.00	2/15/2023	Renter - cust had leak, left
193533	3300	4655 HIDDEN LAKE	451.66	2/18/2023	Renter
201205	21332	980 CANALVIEW G1	334.93	2/18/2023	Renter
185297	12971	16 SPRINGWOOD	277.95	2/18/2023	Renter
160979	22763	2110 LA COSTA VILLAGE	55.42	2/18/2023	Renter - Incorrectly in system as OW (Park)
183825	30543	1273 HARMS	238.53	2/20/2023	Renter
119537	22424	1366 ARBOL GRANDE	120.39	2/20/2023	Renter - Account Holder Deceased
135511	784	320 MONROE	605.64	2/21/2023	Renter
194515	13962	409 GRANT	193.79	2/21/2023	Renter
197143	5080	857 BRIMFIELD	79.94	2/21/2023	Renter
195497	53	3550 FOREST BRANCH F	246.83	2/24/2023	Renter
203385	18924	142 YOUNG	212.85	2/24/2023	Renter
202519	20432	540 TAYLOR	194.20	2/27/2023	Renter
204203	9976	219 BRITTANY	11.02	2/27/2023	Renter
195733	25239	5106 ISABELLE A	301.64	3/2/2023	Renter
199319	41687	31 VISTA OAKS	139.24	3/2/2023	Renter
178817	19445	226 TROPIC	435.31	3/3/2023	Renter - Incorrectly in system as OW (Park)
199737	19623	260 PALM CASTLE	376.25	3/3/2023	Renter - Incorrectly in system as OW (Park)
199577	21938	1215 HARBOR POINT	123.47	3/3/2023	Renter
198729	6406	5480 ISABELLE	132.25	3/7/2023	Renter
131153	115	3557 FOREST BRANCH A	67.07	3/9/2023	Renter
190711	10597	615 FOREST TROLL	14.12	3/10/2023	Renter
118927	35517	2150 CRANE LAKES	29.49	3/16/2023	Renter
159239	23819	3656 JACKSON F23	101.19	3/20/2023	Renter
82329	23931	3780 CLYDE MORRIS 106	233.99	3/21/2023	Renter
185765	33216	733 DUNLAWTON 1	129.82	3/22/2023	Renter
176165	36714	823 ANGELINA	15.26	3/24/2023	Renter
66697	19132	181 TANGLEWOOD	401.77	3/27/2023	Renter - Incorrectly in system as OW (Park)
202727	25128	4859 RIDGEWOOD	261.67	3/27/2023	Renter
200113	40783	1649 PHAM	317.67	3/30/2023	Renter
103293	21411	980 CANALVIEW K7	73.84	3/31/2023	Renter
126207	7133	1255 VAGABOND	197.09	4/3/2023	Renter
200461	31822	4213 MAYFAIR	25.13	4/3/2023	Renter
204883	31256	1875 BIG CRANE	64.75	4/4/2023	Renter
196071	20899	805 LOUISVILLE 9	19.83	4/5/2023	Renter
197209	8559	953 CHICKADEE	88.61	4/6/2023	Renter - Account Holder Deceased
192701	16231	129 COCONUT	93.98	4/11/2023	Renter
175615	5120	858 BRIMFIELD	48.94	4/11/2023	Renter
141683	37233	1927 YELLOWFIN	98.82	4/14/2023	Renter
175227	12898	92 MOONSTONE	25.35	4/14/2023	Renter
197393	10490	608 DEVON	17.05	4/14/2023	Renter
184349	23815	3656 JACKSON F22	650.82	4/19/2023	Renter
189663	25194	5070 ORANGE A	48.99	4/20/2023	Renter
184435	16036	5423 TAYLOR	176.67	4/25/2023	Renter
125769	18682	121 GREGORY	88.53	4/25/2023	Renter
98339	19907	327 BANYAN	36.26	4/28/2023	Renter
66275	37552	3855 SUNSET COVE	215.42	5/1/2023	Renter
194975	36544	1802 CREEKWATER	29.65	5/1/2023	Renter
194957	30674	1685 ARASH	189.68	5/5/2023	Renter
185311	4765	821 LONG MEADOW	45.49	5/8/2023	Renter
71193	26288	5901 RIDGEWOOD	13.43	5/8/2023	Renter
201315	37511	1988 YELLOWFIN	9.30	5/9/2023	Renter
156701	34546	1459 ARECA PALM	98.20	5/11/2023	Renter - Account Holder Deceased
113913	19170	190 ORCHARD	195.00	5/16/2023	Renter - Incorrectly in system as OW (Park)

189355	12437	193 MOONSTONE	18.31	5/19/2023	Renter
172707	34938	1905 HOOT OWL	12.20	5/19/2023	Renter
201061	25195	5070 ORANGE B	51.77	5/23/2023	Renter
167393	21325	961 WHIPORWILL	42.27	5/30/2023	Renter
167491	13928	304 CHURCH	50.04	5/31/2023	Renter
192553	24022	3780 CLYDE MORRIS 2106	101.16	6/1/2023	Renter
185573	13652	6175 SEQUOIA	78.50	6/1/2023	Renter
170469	7241	620 TOUCHSTONE	93.96	6/5/2023	Renter
201787	2053	1180 SHALLOWS	14.42	6/5/2023	Renter
200987	17483	3 PALM CASTLE	135.41	6/6/2023	Renter
191151	26954	831 RAILROAD 11	14.48	6/7/2023	Renter - Account Holder Deceased
204475	6742	5253 SYDNEY	230.00	6/8/2023	Renter
199007	37763	1930 YELLOWFIN	80.25	6/9/2023	Renter
152863	4292	1096 OAK FOREST	54.46	6/9/2023	Renter
191687	35897	5007 SAIL	163.67	6/15/2023	Renter
139439	37233	1927 YELLOWFIN	149.76	6/15/2023	Renter
202855	23968	3780 CLYDE MORRIS 1503	11.78	6/15/2023	Renter
187115	37265	1953 COVE POINT	246.61	6/16/2023	Renter
105085	19802	307 FARMBROOK	34.05	6/19/2023	Renter
149451	30508	1091 HORIZON VIEW	286.72	6/20/2023	Renter
192651	14925	3533 RUSSETT	46.13	6/20/2023	Renter
202861	5173	4568 WOODCOVE	24.80	6/21/2023	Renter
195677	25283	5120 TAYLOR A	371.20	6/26/2023	Renter- Cust had leak, left
163469	30822	5466 CRANE FEATHER	101.40	6/26/2023	Renter - Account Holder Deceased
193369	5778	5204 PINELAND	147.13	6/27/2023	Renter
179173	36559	1787 CREEKWATER	44.03	6/28/2023	Renter
201911	7707	948 WINDRIDGE C	36.26	6/28/2023	Renter
196721	38495	3943 SUNSET COVE	87.69	6/30/2023	Renter
189323	22078	1245 LA FLOSITA	36.86	6/30/2023	Renter
166671	16458	24 ELDA	19.09	6/30/2023	Renter
175185	24914	4470 TUMBLEWEED	175.70	7/3/2023	Renter
164251	3422	34 GOLDEN GATE	45.14	7/3/2023	Renter
199519	3544	162 IRON GATE	452.93	7/7/2023	Renter- Cust had leak, left
188735	11627	530 NEWTON	94.37	7/7/2023	Renter
197635	12386	114 MOONSTONE	124.31	7/10/2023	Renter
188291	1163	514 POWERS	35.74	7/10/2023	Renter - Account Holder Deceased
183261	38148	5515 S WILLIAMSON 215	21.75	7/18/2023	Renter
197499	19400	220 ORCHARD C	108.60	7/26/2023	Renter
196323	17565	9 OAK	122.56	7/28/2023	Renter
196173	4009	1030 TOMPKINS	181.73	7/31/2023	Renter
200565	25203	5082 ORANGE A	129.23	7/31/2023	Renter
203615	19819	309 CHARLES C	154.89	8/1/2023	Renter
201115	20107	402 S WILLOW	108.96	8/2/2023	Renter
187789	5268	4591 BARNACLE	6.47	8/2/2023	Renter
202843	4871	885 STONYBROOK	246.13	8/3/2023	Renter
90405	31171	5455 CRANE FEATHER	93.17	8/7/2023	Renter
188887	21427	985 WHIPORWILL	40.48	8/8/2023	Renter
70415	19632	262 PALM CASTLE	363.60	8/9/2023	Renter - Incorrectly in system as OW (Park)
93643	658	605 LAFAYETTE	29.05	8/10/2023	Renter - Incorrectly in system as OW (Park)
98249	17081	5609 WILSON	176.55	8/11/2023	Renter - Account Holder Deceased
174091	24043	3780 CLYDE MORRIS 302	85.55	8/11/2023	Renter
178315	2399	1129 LOBLOLLY	284.74	8/14/2023	Renter
195787	26718	416 NASH	76.67	8/14/2023	Renter
168517	6686	5629 WOOD	60.33	8/16/2023	Renter
186561	3626	67 BRANDY HILLS	204.85	8/17/2023	Renter
203531	25750	5591 S LANCEWOOD	99.58	8/17/2023	Renter
196547	28569	3873 LONG GROVE	112.18	8/21/2023	Renter
202539	5202	4582 ALDER	86.34	8/21/2023	Renter
175953	13014	59 SPRINGWOOD	6.99	8/21/2023	Renter
194615	25631	5486 W BAYSHORE	430.68	8/25/2023	Renter
129271	25978	5640 W PALM	182.07	8/25/2023	Renter- Incorrectly in system as OW (Park)
183041	23962	3780 CLYDE MORRIS 1405	89.33	8/25/2023	Renter
139065	40787	1641 PHAM	337.86	8/29/2023	Renter
199961	22951	2285 MARIPOSA	33.95	8/29/2023	Renter - Account Holder Deceased
3515	18112	75 CEDAR	111.39	8/31/2023	Account Holder Past 2010
136107	13020	65 SPRINGWOOD	98.20	9/1/2023	Renter
195921	19493	235 CHRIS	75.06	9/6/2023	Renter
204715	11479	488 SPRUCEVIEW	743.64	9/7/2023	Renter
181217	20191	415 FOX	136.56	9/12/2023	Renter
198261	16108	5432 WILSON	120.68	9/12/2023	Renter
167323	17757	27 PALM CASTLE	429.08	9/13/2023	Renter - Cust had leak, left
192947	3620	61 BRANDY HILLS	178.91	9/14/2023	Renter
178857	38456	3935 SUNSET COVE	24.84	9/15/2023	Renter
178165	3836	278 BRANDY HILLS	7.44	9/15/2023	Renter
193237	511	820 ORANGE	108.99	9/18/2023	Renter
201887	5828	5266 ORANGE	99.54	9/18/2023	Renter
150841	5572	5231 ISABELLE	84.31	9/18/2023	Renter
4059	12896	90 MOONSTONE	35.48	9/21/2023	Renter
192885	39543	1277 CONTI	92.94	9/25/2023	Renter
206877	22635	1450 MADELINE 28	5.69	9/25/2023	Renter
90619	25818	5612 ROGERS	329.53	9/26/2023	Renter
162499	19549	243 FREEMAN	297.76	9/26/2023	Renter
171019	16464	89 CROWELL	189.07	9/26/2023	Renter
202393	6388	5466 ROGERS	83.95	9/27/2023	Renter
186353	5697	5176 TAYLOR	15.76	9/28/2023	Renter
110239	25800	5609 MARY	8.45	9/28/2023	Renter - Account Holder Deceased
199107	5011	4514 NETTLE CREEK	92.46	9/29/2023	Renter
202543	36462	6808 AMICI	54.93	9/29/2023	Renter

Renter Occupied \$ 44,742.76

Owner Occupied

CUST ID	LOC ID	SERVICE ADDRESS	DEBT	TERMINATION DATE	Customer Type/Comments
117249	15903	3856 LONG GROVE	35.23	7/24/2009	Sold, No Estoppel
135947	34727	1627 ARECA PALM	179.97	1/21/2011	Bank Sold, No Estoppel
139449	17115	6083 RED STAG	170.29	12/27/2012	Sold, no estoppel
131841	24668	4104 S ATLANTIC	51.40	12/1/2014	Owner Sold in 2014
16063	13823	204 FARMBROOK	51.59	6/3/2015	Bank Sold, No Estoppel
146131	24593	4032 S PENINSULA	257.62	9/10/2015	Sold, Estoppel Short due to leak
80233	22318	1333 N WEMBLEY	0.10	1/8/2020	Sold, no estoppel
55565	6558	1169 BAYVIEW	44.51	1/10/2020	Sold, when tenant active
188779	2930	1404 HARNDEN	28.73	2/14/2020	Sold, No Estoppel
22757	8659	847 CHICKADEE	88.81	3/19/2020	Sold, Estate of
169427	22584	1422 N DEXTER	88.86	6/2/2020	Sold, No Estoppel
73795	13063	108 SPRINGWOOD	11.71	6/2/2020	Sold, when tenant active
146031	7922	953 GRAYLING A	45.02	6/26/2020	Sold, No Estoppel
157611	2648	1223 EDNA	79.07	6/29/2020	Sold, Estate of
184371	40932	1621 PHAM	68.83	6/29/2020	Sold, when tenant active
133041	24928	4485 TUMBLEWEED	46.37	7/7/2020	Sold, when tenant active
187989	10098	233 BRITTANY	118.06	8/4/2020	Sold, No Estoppel
12743	19995	362 TONKA	499.44	8/5/2020	Sold, Estate of
187585	23800	3656 JACKSON B6	14.89	8/19/2020	Sold, when tenant active
315	258	2 TALO	81.45	10/2/2020	Sold, No Estoppel
115409	26362	5964 RIDGEWOOD	76.65	10/7/2020	Sold, No Estoppel
192541	37398	1961 YELLOWFIN	14.58	10/15/2020	Bank Sold, No Estoppel
176645	5828	5266 ORANGE	8.70	10/27/2020	Sold, when tenant active
178119	10017	105 ABBY	123.82	12/7/2020	Sold, Last Payment returned
185405	28813	6142 JASMINE VINE	56.10	12/18/2020	Sold, No Estoppel
155633	32686	3780 FIANO	298.98	12/28/2020	Sold, No Estoppel
66893	36502	1705 GOOSECROSS	22.76	1/22/2021	Sold, No Estoppel
166231	20118	404 OAK	19.85	2/1/2021	Sold, when tenant active
147439	6328	5420 ISABELLE	98.62	3/23/2021	Sold, when tenant active
168183	10319	528 HAMLET	134.29	5/3/2021	Sold, No Estoppel
63235	1240	1041 AMBER	41.64	5/10/2021	Sold, Estate of
24023	21208	916 FIFTH	73.32	5/25/2021	Sold, Last Payment returned
23055	21109	866 SUGAR GROVE	25.09	6/7/2021	Sold, No Estoppel
127869	36874	3840 SUNSET COVE	6.73	7/2/2021	Sold, when tenant active
196133	995	801 CHARLES	35.12	7/7/2021	Sold, when tenant active
84473	4604	739 HORSEMAN	49.34	7/15/2021	Sold, No Estoppel
76139	18423	108 GAY GAYLE	8.25	7/16/2021	Sold, when tenant active
174275	9699	690 BRANCH	40.44	7/29/2021	Sold, No Estoppel
104647	12961	6 SPRINGWOOD	15.92	8/18/2021	Sold, No Estoppel
58939	3750	191 GIBSON	3.06	8/27/2021	Sold, No Estoppel
65231	17258	1148 KEY LARGO	79.25	9/8/2021	Sold, No Estoppel
136687	27761	6138 SABAL POINT	44.77	9/17/2021	Sold, Last Payment returned
195717	15704	988 DEER SPRINGS	63.37	9/27/2021	Sold, Estoppel Short
166231	20130	406 OAK	14.89	9/30/2021	Sold, when tenant active
114169	24208	3874 CARDINAL	74.96	10/1/2021	Sold, No Estoppel
174749	19504	236 SAND PEBBLE	8.89	10/1/2021	Sold, No Estoppel
192499	2486	1245 EDDIE	11.13	10/5/2021	Sold, No Estoppel
197657	7957	950 VANESSA F	36.84	10/8/2021	Sold, No Estoppel
180713	16355	807 SANDERS	76.73	10/12/2021	Sold, No Estoppel
198311	6171	1308 MARINA	21.94	11/3/2021	Sold, No Estoppel
179385	9047	120 HICKORY	33.65	11/5/2021	Sold, No Estoppel
97857	36857	3829 SUNSET COVE	29.84	11/17/2021	Sold, No Estoppel
129045	39430	6926 VINTAGE	24.50	11/22/2021	Sold, No Estoppel
19367	1475	730 GREENFIELD	72.17	11/30/2021	Sold, Estate of
194415	32434	1419 RICHEL	27.87	11/30/2021	Sold, Estoppel Short
28139	8726	1097 WILLOW WOOD	37.18	12/1/2021	Sold, No Estoppel
179269	25626	5479 TAYLOR	27.58	12/2/2021	Sold, No Estoppel
196653	9983	205 BRITTANY	154.06	12/7/2021	Sold, when tenant active
76109	6640	1128 MILLBROOK	88.13	12/13/2021	Sold, when tenant active
162613	12785	810 INDIGO	34.42	12/17/2021	Sold, when tenant active
123317	4066	1047 WEXFORD	85.02	12/21/2021	Sold, No Estoppel
196653	33791	1821 FOREST PRESERVE	75.64	12/21/2021	Sold, No Estoppel
198861	3621	62 BRANDY HILLS	41.51	12/27/2021	Sold, No Estoppel
76655	239	3254 S PENINSULA	47.62	12/29/2021	Sold, No Estoppel
60553	8452	5776 WOODCLIFF	237.87	1/10/2022	Sold, Estate of
180695	4086	1069 YORK	38.89	3/11/2022	Sold, No Estoppel
87111	28462	6450 RENAISSANCE	66.60	7/5/2022	sold in 2022, no estoppel
201279	2264	37 WOODLAKE	2.21	7/14/2022	sold in 2022, no estoppel
189243	30911	1321 HERBERT	4,512.37	8/23/2022	Sold in 2022, No Estoppel (ALF) High Bills
125973	28784	6102 JASMINE VINE	148.86	9/6/2022	Sold in 2022, Estate of
202821	6572	1105 BAYVIEW	31.53	9/6/2022	Sold in 2022, No Estoppel
39245	12613	3717 PAIGE	13.49	9/8/2022	Sold in 2022, No Estoppel
137937	5595	5252 ROGERS	141.96	9/14/2022	Sold 2022 No Estoppel
155309	27758	6135 SABAL POINT	51.63	9/14/2022	Sold, Last Payment returned

37747	195	3530 FOREST BRANCH C	73.48	10/28/2022	Sold, Estate of
71243	29221	3529 FOREST BRANCH D	92.64	11/18/2022	Sold, estoppel short
67547	5871	5002 RIVERSIDE	53.40	11/18/2022	Sold, Autopay failed
23239	12288	881 SAMMS	31.73	11/18/2022	Sold, no estoppel
198561	41923	5567 ESTERO	86.87	2/4/2023	Sold, Estate of
28869	21703	1116 BUTTERMILK	31.71	2/18/2023	Sold Feb 2023
165997	32414	5081 PALMETTO	302.18	2/25/2023	Sold March 2023
19857	1628	746 ROLLING HILLS	34.98	2/27/2023	Sold, Last Payment returned
179097	2073	1197 SOUTHFORK	48.79	2/28/2023	Sold, no estoppel
202111	14588	4989 RIDGEWOOD	45.85	3/1/2023	Sold, when tenant active
167575	32071	4101 CLOCK TOWER	187.17	3/10/2023	Sold March 2023
154427	13995	310 GRANT	35.73	3/29/2023	Sold 3/2023
194005	41899	5574 ESTERO	20.07	4/4/2023	Sold, no estoppel
156619	39719	4106 NOVA	25.73	4/10/2023	Sold, no estoppel
12283	19885	322 ACACIA	76.73	5/12/2023	Sold, no estoppel
54537	13541	6202 YELLOWSTONE	37.76	5/15/2023	Sold, Estate of
129585	20401	519 LAFAYETTE	8.38	5/25/2023	Sold, when tenant active
205765	10751	5824 SOUTHPORT	24.14	5/26/2023	Sold, when tenant active
205175	17899	45 CEDAR	122.08	6/1/2023	Sold, when tenant active
203353	36717	801 ANGELINA	6.69	6/6/2023	Sold, no estoppel
171035	31834	1696 PROMENADE	61.81	6/14/2023	Sold, estoppel paid, but short
193725	27365	997 GRASSY RIDGE	42.12	6/14/2023	Sold
147027	36155	6022 WESLEY PARK	53.63	6/30/2023	Sold, Estate of
160655	39269	5351 OAK BREEZE	52.83	6/30/2023	Sold, Last Payment returned
190933	34723	1631 ARECA PALM	23.30	6/30/2023	Sold, Last Payment returned
180507	21482	1014 FOURTH	35.02	7/6/2023	Sold, Estoppel paid but short
1623	7977	905 FRUITWOOD	160.50	7/21/2023	Sold, Last Payment returned
60247	21631	1104 MONTICELLO 4	56.74	7/21/2023	Sold, Last Payment returned
177461	25330	5200 SYDNEY	72.99	7/24/2023	Sold, no estoppel
196311	41661	6222 WOODHAVEN VILLAGE	20.31	8/8/2023	Sold, Autopay failed
149357	32531	3805 BIRCH MOUNTAIN	108.60	8/25/2023	Sold, no estoppel
200433	32061	6510 SHAHAB	90.08	9/8/2023	Sold, no estoppel
158591	4094	1070 KINGSWOOD	134.33	9/29/2023	Sold, estoppel paid,
Owner Occupied			\$	11,830.95	

Customer Filed and Approved Bankruptcy

CUST ID	LOC ID	SERVICE ADDRESS	DEBT	TERMINATION DATE	Customer Type/Comments
143481	13949	532 ORANGE	1,936.47	2/14/2014	Bankruptcy
74903	15927	3465 PEPPER HILL	1,342.55	11/11/2014	Bankruptcy
140545	37854	5547 S WILLIAMSON	510.71	9/6/2022	Bankruptcy
Bankruptcy			\$	3,789.73	

Total Utility Adjustment \$ **60,363.44**



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

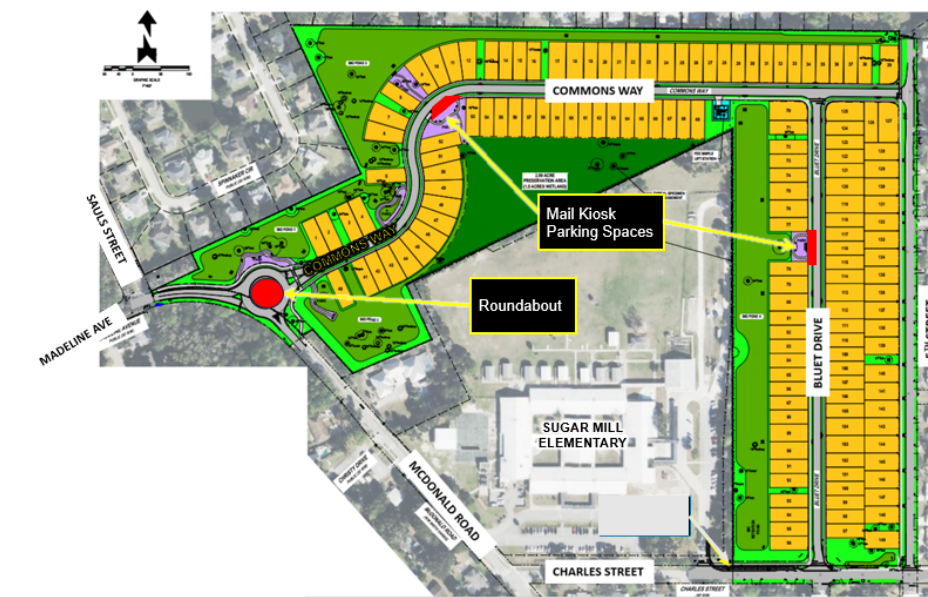
SUBJECT: (B10) Approval of License Agreement with ADJ Madeline Commons LLC for Improvements in Right-of-Way

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve the License Agreement with ADJ Madeline Commons LLC and authorize the Mayor and City Clerk to execute the necessary documents.

SUMMARY: The developer of the Madeline Commons Subdivision, ADJ Madeline Commons LLC., has requested a License Agreement in connection with the ongoing construction of the subdivision to install landscaping and irrigation within the roundabout in the public right-of-way (McDonald Road) and on-street parking spaces within the public right-of-way for mail kiosks. The subdivision will have 149 single-family lots on approximately 34 acres and is being marketed for home construction by DR Horton as Campbell Crossing. The subdivision is located east of McDonald Road, north of Charles Street.



As part of the approved subdivision, the developer was required to construct the roundabout as part of the city roadway network, including an 8' wide sidewalk on the

east side of the roundabout, curbing, paving of the road, stormwater, and new driveway aprons for abutting properties. The License Agreement allows the developer to install landscape and irrigation inside the roundabout. According to the developer, the request to install the landscaping is to improve the overall appearance at the entrance of the subdivision from McDonald Road since this is the main entrance into the subdivision. The developer will only be allowed to install pre-approved landscape materials within the roundabout that will not interfere with motorist or pedestrian visibility of the roadway, and the developer or the Homeowners Association (HOA) will be required to maintain the landscaping.

The developer is also installing on-street parallel parking spaces on the local public streets within the subdivision to provide dedicated parking spaces for residents to park outside the travel lanes to access the mail kiosks. As part of the approved Madeline Commons Planned Unit Development, the on-street parallel parking spaces were approved, subject to the Homeowners Association (HOA) for the subdivision being responsible for the maintenance of the parking spaces.

The applicant has been advised of the applicable requirements of the License Agreement and that the Homeowners Association (HOA) for the subdivision will be required to maintain the landscaping, irrigation, and pavement for the on-street parking spaces and, if necessary, repair or replace these improvements. Further, should the HOA fail to abide by this requirement, the city can take necessary corrective actions at the expense of the HOA. City liability concerns are addressed by an indemnity statement in the License Agreement document. If the License Agreement is approved, the executed Agreement will be recorded with the recording of the Plat for the subdivision.

PRESENTER: Margaret Tomlinson

ATTACHMENTS:

1.	License Agreement w exhibits	License Agreement w exhibits.pdf
2.	Certificate of Liability Insurance	Certificate of Liability Insurance.pdf

Lisa Epstein	Created/Initiated - 5/15/2024
Tim Burman	Approved - 5/16/2024
Shannon Balmer	Approved - 5/23/2024
Wayne Clark	Approved - 5/29/2024
Tracee Cody	Final Approval - 6/6/2024

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2024, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("City" or "Licensor"); and ADJ Madeline Commons, LLC, a Florida limited liability company, whose address is 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida 32118, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers;

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference ("Improvements");

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time;

WHEREAS, the Licensee is the owner of the common area parcels within the real property identified as Madeline Commons Subdivision, hereinafter the "Subject Property", as described on **Exhibit "B"**;

WHEREAS, the Licensee hereby warrants to the City that the Licensee is responsible for the maintenance, repair and replacement of the common facilities within the Subject Property, including but not limited to the improvements described in Exhibit "A"; and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize portions of the rights-of-way known as McDonald Road, Commons Way, and Bluet Drive, all

located and situated in Port Orange, Volusia County, Florida, portions of which are adjacent to the Subject Property, for the purpose of installing and maintaining landscaping and irrigation within the roundabout in the public right-of-way (McDonald Road), and providing designated on-street parking spaces within the public right-of-way for the mail kiosks (Commons Way and Bluet Drive), as approved by the City and as described in Exhibit "A."

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64, the Code of Ordinances for the City of Port Orange, Florida, and the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on Exhibit "A."

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a

special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port

Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and ADJ Madeline Commons, LLC, a Florida limited liability company whose address is 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida 32118, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

(as to both)

LICENSOR:

Printed Name:

1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____

Donald O. Burnette, Mayor

Printed Name:

1000 City Center
Port Orange, FL 32129

Attest: _____

Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2024, by Donald O. Burnette, as Mayor and Robin L Fenwick, as City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ are personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

LICENSEE:

ADJ MADELINE COMMONS, LLC

By: RS-JDG Fund I, LLC
Its Member

By: AJ-DJ Stokes, LLC
Its Manager

By: _____
Anand Jobalia, Manager

WITNESSES:

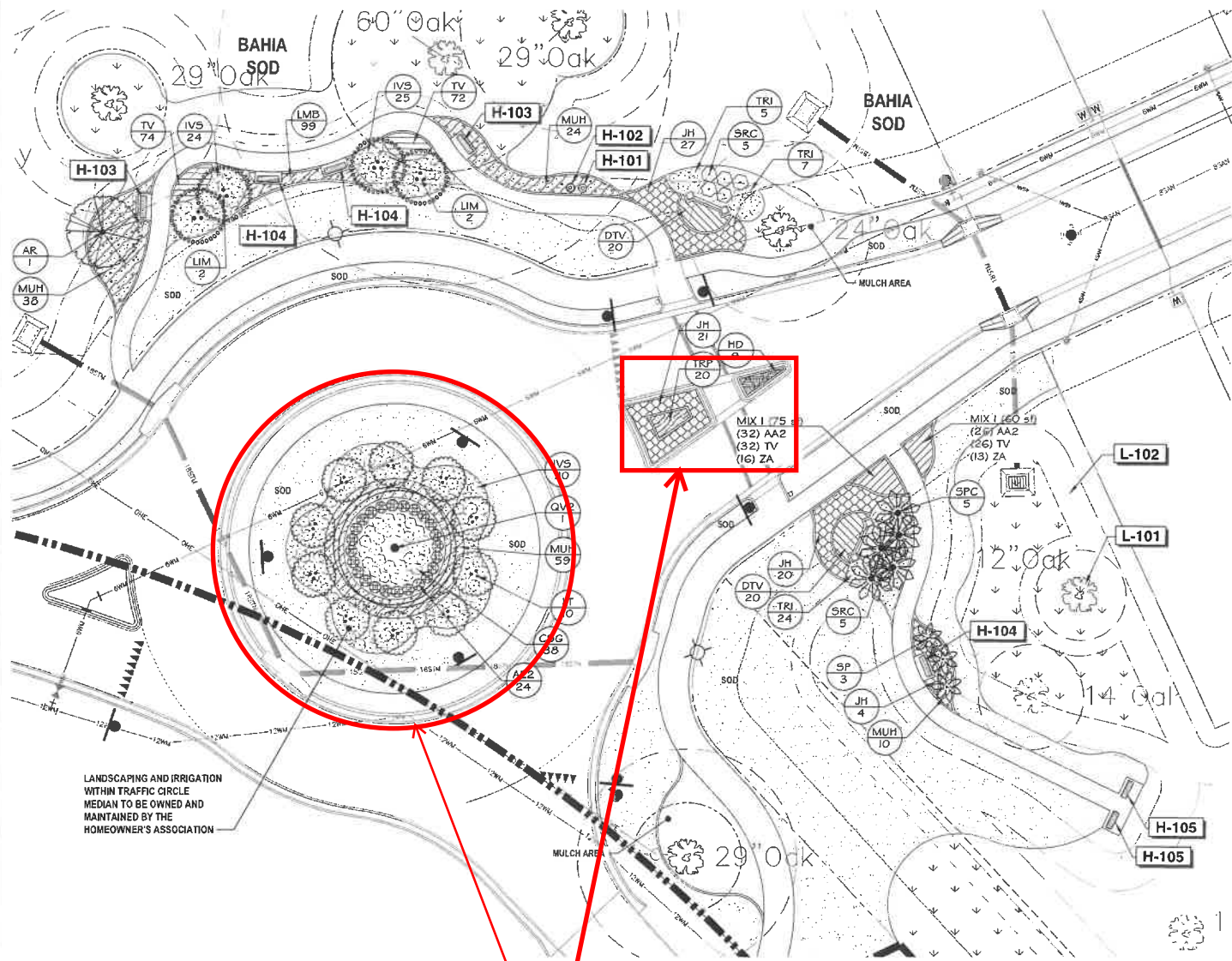
Print Name: _____

Print Name: _____

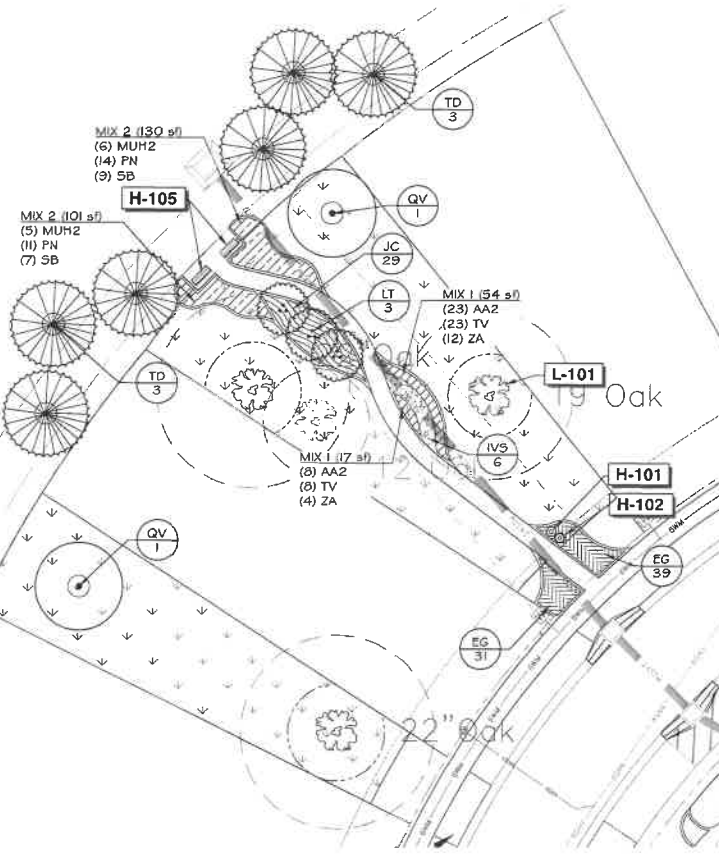
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by **Anand Jobalia**, Manager of AJ-DJ Stokes, LLC, Manager of RS-JDG Fund I, LLC, Member of ADJ MADELINE COMMONS, LLC, who is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:



ROUNDABOUT ENLARGEMENT
SCALE: 1" = 20'



PARK 2 ENLARGEMENT
SCALE: 1" = 20'

EXHIBIT A

LEGEND

- BAHIA SOD
- ST. AUGUSTINE SOD
- AREA TO REMAIN NATURAL, SEE NOTE 27, SHEET L5
- EXISTING TREE TO REMAIN

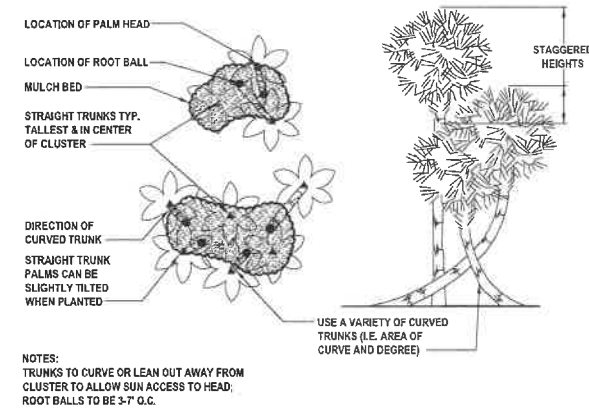
HARDSCAPE SCHEDULE

SYMBOL	HARDSCAPE DESCRIPTION	QTY
H-101	TRASH CAN MODEL: YAHARA WITH COVERED SQUARE LID MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT/BLACK POWDER COAT FINISH METAL FRAME	5
H-102	COMPLETE PET WASTE STATION MODEL: 3275 ET&T DISTRIBUTORS, INC.	5
H-103	BENCH WITH BACK MODEL: 6" YAHARA (YHB-6) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED WALNUT WITH BLACK POWDER COAT METAL FRAME	8
H-104	BACKLESS BENCH MODEL: 6" YAHARA MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT WITH BLACK POWDER COAT METAL FRAME	15
H-105	5' BENCH WITH BACK MODEL: 5" YAHARA (YHB-5) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED WALNUT WITH BLACK POWDER COAT METAL FRAME	20

PLANTING NOTES SCHEDULE

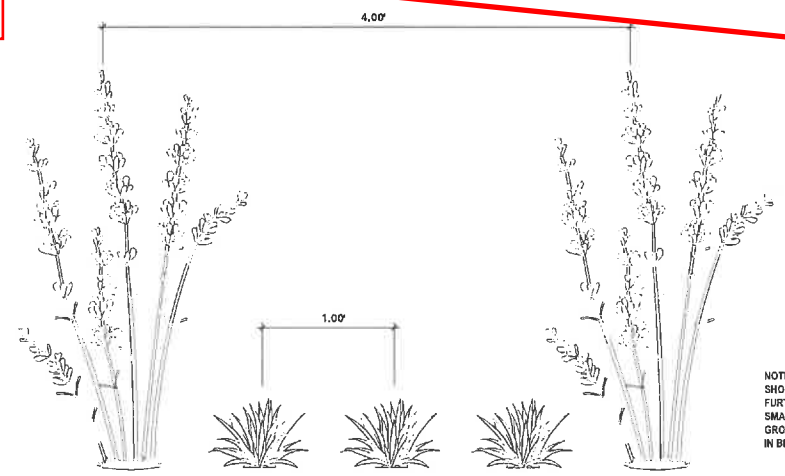
SYMBOL	DESCRIPTION
L-101	EXISTING TREE TO REMAIN, SEE EXISTING TREE NOTES SHEET L5 AND TREE PROTECTION DETAIL, CIVIL SHEET 08
L-102	AREA TO REMAIN NATURAL, SEE NOTE 27, SHEET L5

LICENSE AGREEMENT AREAS



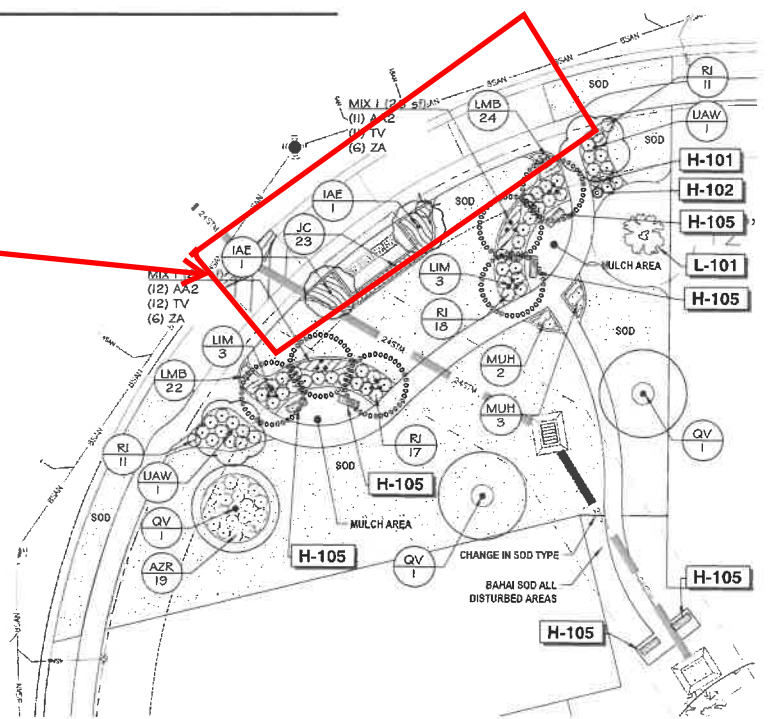
1 CURVED PALM LAYOUT
NTS

NEH-PL-21



2 PLANTING MIX SPACING
1 1/2" = 1'-0"

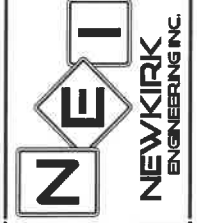
NEH-PL-22



MAIL KIOSK ENLARGEMENT
SCALE: 1" = 20'

REVISIONS	
DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

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Orlando, FL 32814
Phone: (407) 872-5725
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C.E. # 33033
L.C. # 28003584
L.C. # 2013
Civil Engineering
Landscape Architecture



ENLARGEMENT LANDSCAPE
PLANS AND DETAILS
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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LAUREN ADAMS, RLA # 6667278 ON
Digitally signed by Lauren A Adams
Date: 2022.12.27 13:14:38 -05'00'

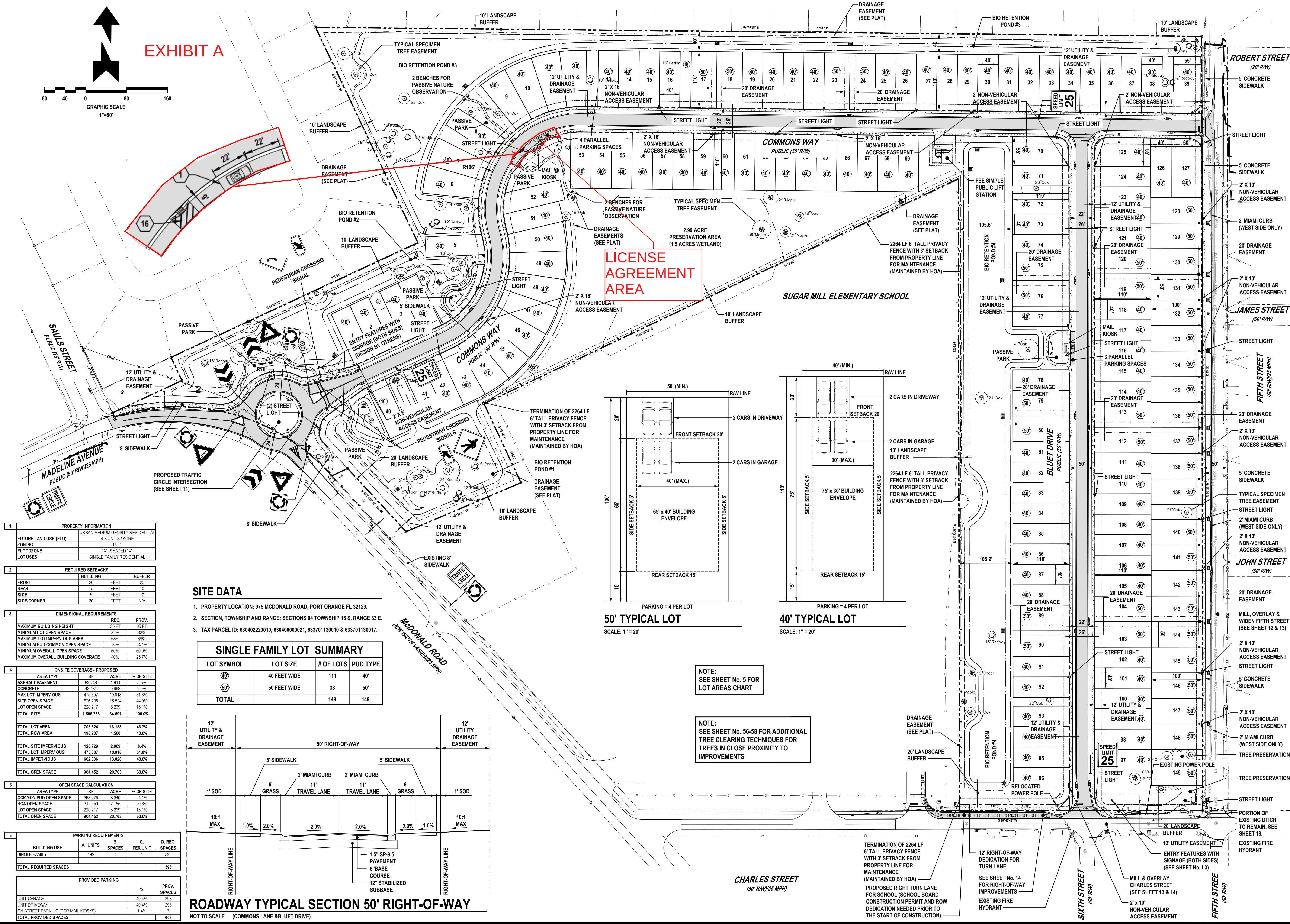
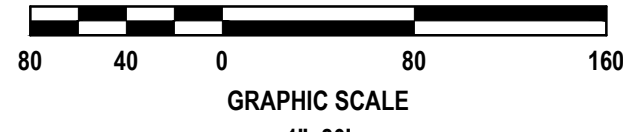


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PROJECT No:	2021-309
DATE:	MARCH 2022
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	AS SHOWN

DRAWING NUMBER
L4

EXHIBIT A



1. PROPERTY INFORMATION	
FUTURE LAND USE (FLU)	URBAN MEDIUM DENSITY RESIDENTIAL
ZONING	PUD
FLOODZONE	"X" SHADED "X"
LOT USES	SINGLE FAMILY RESIDENTIAL

2. REQUIRED SETBACKS	
	BUILDING
FRONT	20 FEET
REAR	15 FEET
SIDE	5 FEET
SIDE/CORNER	20 FEET

3.	DIMENSIONAL REQUIREMENTS		
	REQ.	PROV.	
MAXIMUM BUILDING HEIGHT	35 FT	35 FT	
MINIMUM LOT OPEN SPACE	32%	32%	
MAXIMUM LOT IMPERVIOUS AREA	68%	68%	
MINIMUM PUD COMMON OPEN SPACE	20%	24.1%	
MINIMUM OVERALL OPEN SPACE	60%	60.0%	
MAXIMUM OVERALL BUILDING COVERAGE	40%	25.7%	

4	ONSITE COVERAGE - PROPOSED			
	AREA TYPE	SF	ACRE	% OF SITE
	ASPHALT PAVEMENT	83,248	1.911	5.5%
	CONCRETE	43,461	0.996	2.9%
	MAX LOT IMPERVIOUS	475,607	10.918	31.6%
	SITE OPEN SPACE	676,230	15.524	44.0%
	LOT OPEN SPACE	228,217	5.239	15.1%
	TOTAL SITE	1,506,788	34.591	100.0%
	TOTAL LOT AREA	703,824	16.158	46.7%
	TOTAL ROW AREA	196,287	4.506	13.0%
	TOTAL SITE IMPERVIOUS	126,729	2.909	8.4%
	TOTAL LOT IMPERVIOUS	475,607	10.918	31.6%
	TOTAL IMPERVIOUS	602,336	13.828	40.0%
	TOTAL OPEN SPACE	904,452	20.763	60.0%

5	OPEN SPACE CALCULATION			
	AREA TYPE	SF	ACRE	% OF SITE
	COMMON PUD OPEN SPACE	363,276	8.340	24.1%
	HOA OPEN SPACE	312,959	7.185	20.8%
	LOT OPEN SPACE	228,217	5.239	15.1%
	TOTAL OPEN SPACE	904,452	20.763	60.0%

6	PARKING REQUIREMENTS			
	BUILDING USE	A. UNITS	B. SPACES	C. PER UNIT
	SINGLE FAMILY	149	4	1
	TOTAL REQUIRED SPACES			

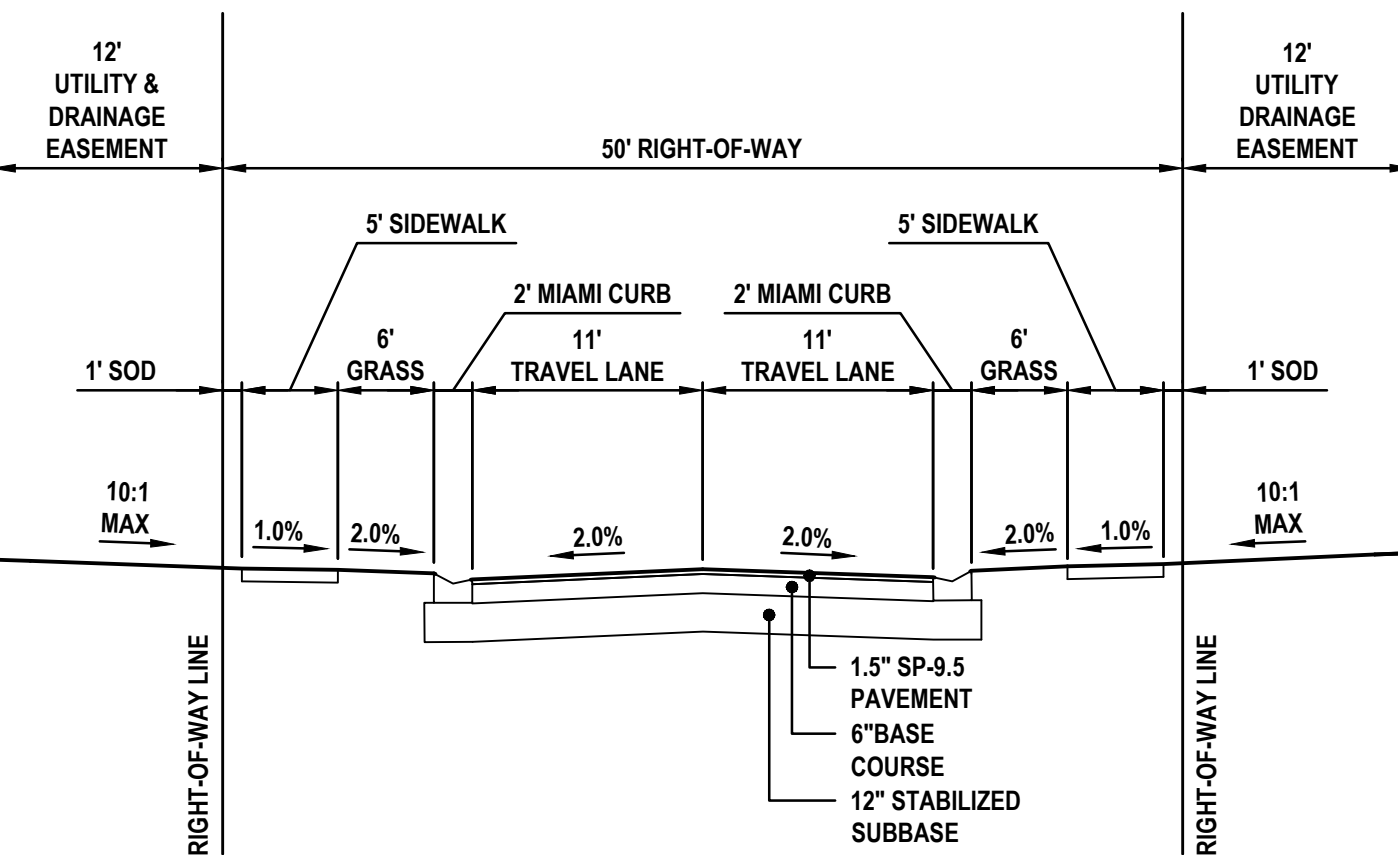
PROVIDED PARKING	
	%
UNIT GARAGE	49.4%
UNIT DRIVEWAY	49.4%
ON STREET PARKING (FOR MAIL KIOSKS)	1.4%
TOTAL PROVIDED SPACES	

SITE DATA

- PROPERTY LOCATION: 975 McDONALD ROAD, PORT ORANGE FL 32129.
- SECTION, TOWNSHIP AND RANGE: SECTIONS 04 TOWNSHIP 16 S, RANGE 33 E.
- TAX PARCEL ID: 630402220010, 6304000000021, 633701130010 & 633701130017.

SINGLE FAMILY LOT SUMMARY

LOT SYMBOL	LOT SIZE	# OF LOTS	PUD TYPE
40	40 FEET WIDE	111	40'
50	50 FEET WIDE	38	50'
TOTAL		149	149



ROADWAY TYPICAL SECTION 50' RIGHT-OF-WAY

NOT TO SCALE (COMMONS LANE & BLUET DRIVE)

50' TYPICAL LOT

SCALE: 1" = 20'

40' TYPICAL LOT

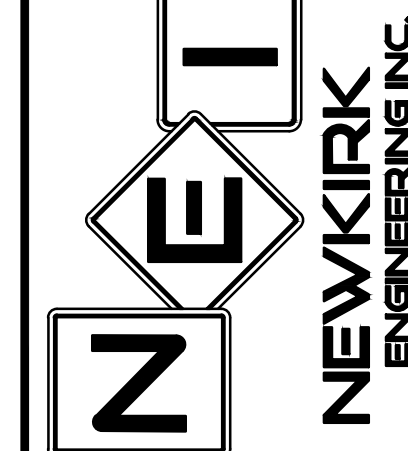
SCALE: 1" = 20'

NOTE:
SEE SHEET No. 5 FOR
LOT AREAS CHARTNOTE:
SEE SHEET No. 56-58 FOR ADDITIONAL
TREE CLEARING TECHNIQUES FOR
TREES IN CLOSE PROXIMITY TO
IMPROVEMENTS

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SURVMD SITE VISIT
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/20/22	CITY COMMENTS

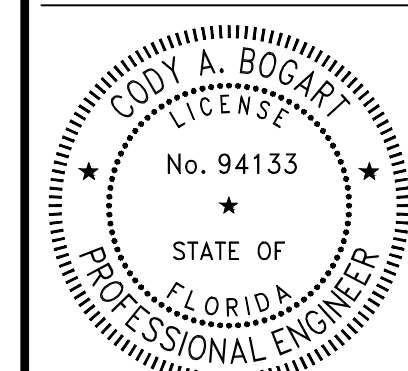
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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 2600584
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Civil Engineering,
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OVERALL DEVELOPMENT PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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CODY A. BOGART, PE #94133 ON

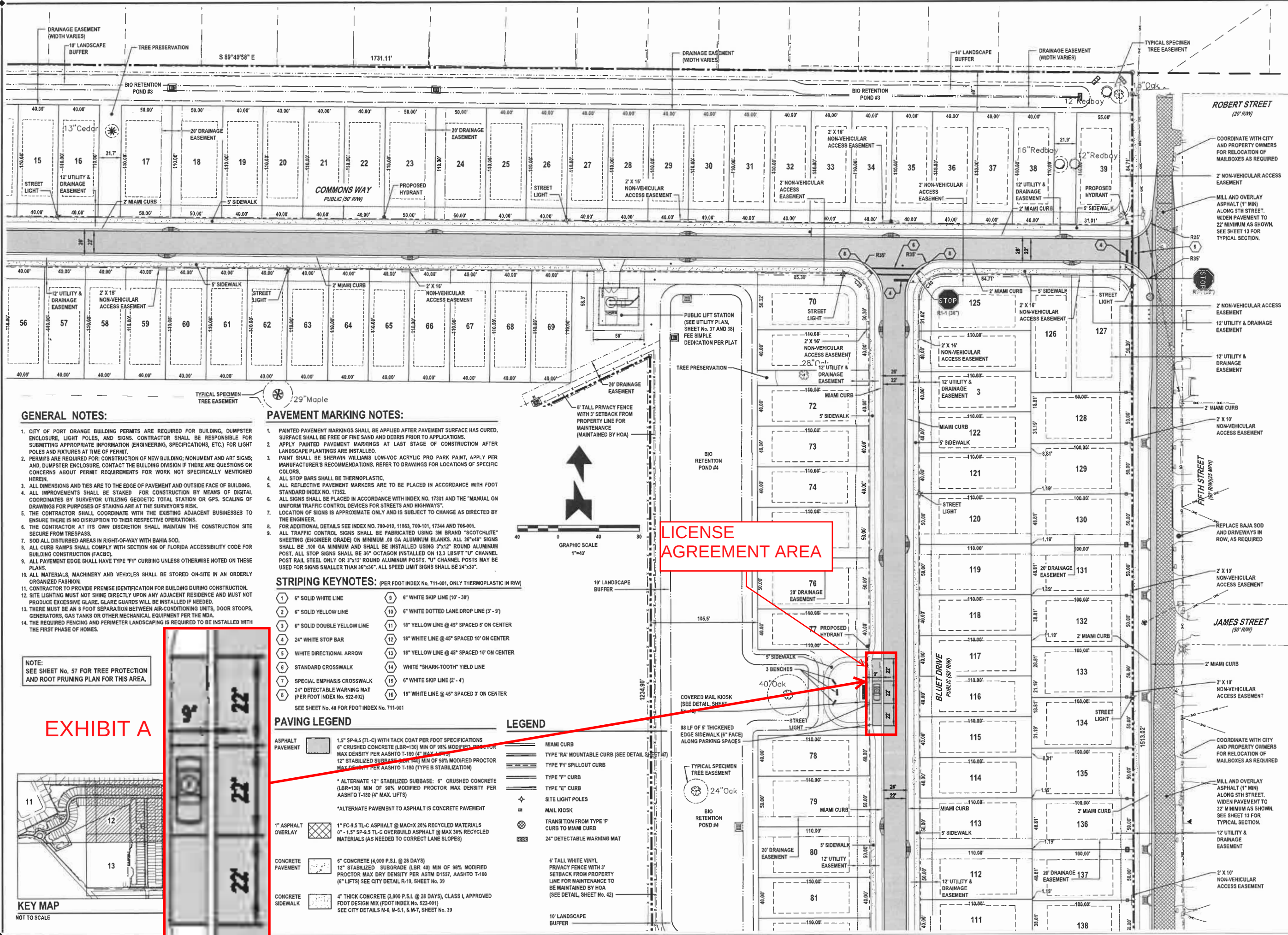


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PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: CRA
CHECKED BY: HHN
SCALE: 1" = 80'

DRAWING NUMBER

10

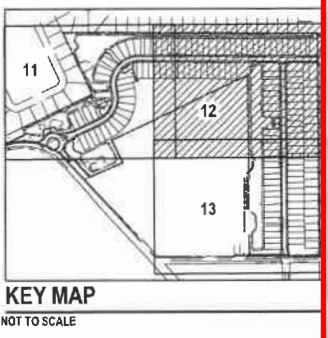


GENERAL NOTES:

- 1. CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, AND SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC.) FOR LIGHT POLES AND FIXTURES AT TIME OF PERMIT.
- 2. PERMITS ARE REQUIRED FOR: CONSTRUCTION OF NEW BUILDING; MONUMENT AND ART SIGNS; AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
- 3. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- 4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEOELECTRIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- 5. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- 6. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- 7. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- 8. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- 9. ALL PAVEMENT EDGE SHALL HAVE TYPE "F1" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.
- 10. ALL MATERIALS, MACHINERY AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY ORGANIZED FASHION.
- 11. CONTRACTOR TO PROVIDE PREMISE IDENTIFICATION FOR BUILDING DURING CONSTRUCTION.
- 12. SITE LIGHTING MUST NOT SHINE DIRECTLY UPON ANY ADJACENT RESIDENCE AND MUST NOT PRODUCE EXCESSIVE GLARE. GLARE GUARDS WILL BE INSTALLED IF NEEDED.
- 13. THERE MUST BE AN 8 FOOT SEPARATION BETWEEN AIR-CONDITIONING UNITS, DOOR STOOPS, GENERATORS, GAS TANKS OR OTHER MECHANICAL EQUIPMENT PER THE MDA.
- 14. THE REQUIRED FENCING AND PERIMETER LANDSCAPING IS REQUIRED TO BE INSTALLED WITH THE FIRST PHASE OF HOMES.

NOTE:
SEE SHEET No. 57 FOR TREE PROTECTION
AND ROOT PRUNING PLAN FOR THIS AREA.

EXHIBIT A



PAVEMENT MARKING NOTES:

- 1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- 2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- 3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- 4. ALL STOP BARS SHALL BE THERMOPLASTIC.
- 5. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
- 6. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- 7. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- 8. FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 11003, 700-101, 17344 AND 700-001.
- 9. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .09 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

STRIPING KEYNOTES: (PER FOOT INDEX NO. 711-001, ONLY THERMOPLASTIC IN R/W)

- | | |
|---|---|
| 1 6" SOLID WHITE LINE | 9 6" WHITE SKIP LINE (10' - 30') |
| 2 6" SOLID YELLOW LINE | 10 6" WHITE DOTTED LANE DROP LINE (3' - 9') |
| 3 6" SOLID DOUBLE YELLOW LINE | 11 18" YELLOW LINE @ 45° SPACED 5' ON CENTER |
| 4 24" WHITE STOP BAR | 12 18" WHITE LINE @ 45° SPACED 10' ON CENTER |
| 5 WHITE DIRECTIONAL ARROW | 13 18" YELLOW LINE @ 45° SPACED 10' ON CENTER |
| 6 STANDARD CROSSWALK | 14 WHITE "SHARK-TOOTH" YIELD LINE |
| 7 SPECIAL EMPHASIS CROSSWALK | 15 6" WHITE SKIP LINE (2' - 4') |
| 8 24" DETECTABLE WARNING MAT (PER FOOT INDEX NO. 522-002) | 16 18" WHITE LINE @ 45° SPACED 3' ON CENTER |
- SEE SHEET No. 48 FOR FDOT INDEX NO. 711-001

PAVING LEGEND

- | | |
|--------------------|---|
| ASPHALT PAVEMENT | 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS |
| | 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-190 (4" MAX LIFTS) |
| | 12" STABILIZED SUBGRADE (LBR-100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-190 (TYPE B STABILIZATION) |
| 1" ASPHALT OVERLAY | * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-190 (4" MAX LIFTS) |
| CONCRETE PAVEMENT | * ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT |
| | 1" FC-9.5 TL-C ASPHALT @ MAC=X 20% RECYCLED MATERIALS |
| | 0" - 1.5" SP-9.5 TL-C OVERBUILD ASPHALT @ MAX 30% RECYCLED MATERIALS (AS NEEDED TO CORRECT LANE SLOPES) |
| CONCRETE SIDEWALK | 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) |
| | 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-190 (6" LIFTS) SEE CITY DETAIL R-19, SHEET No. 39 |
| | 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FOOT INDEX NO. 522-001) SEE CITY DETAILS M-5, M-6, M-7, SHEET No. 39 |

LEGEND

- | | |
|--|------------|
| MIAMI CURB | MIAMI CURB |
| TYPE "RA" MOUNTABLE CURB (SEE DETAIL SHEET 47) | |
| TYPE "F1" SPILLOUT CURB | |
| TYPE "F" CURB | |
| TYPE "E" CURB | |
| SITE LIGHT POLES | |
| MAIL KIOSK | |
| 24" DETECTABLE WARNING MAT | |
| 6" TALL WHITE VINYL PRIVACY FENCE WITH 3" SETBACK FROM PROPERTY LINE FOR MAINTENANCE TO BE MAINTAINED BY HOA (SEE DETAIL SHEET No. 42) | |
| 10' LANDSCAPE BUFFER | |

LICENSE AGREEMENT AREA

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS
10/9/22	CITY COMMENTS
11/8/22	CITY COMMENTS

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L.C. # 26005594
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GEOMETRY, PAVEMENT,
STRIPING AND SIGNAGE PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: CRA
CHECKED BY: HHN
SCALE: 1" = 40'
DRAWING NUMBER

12

EXHIBIT "B"

ALL OF BLOCKS 22-27 AND THOSE PLATTED UNIMPROVED RIGHTS-OF-WAYS LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25-27, BETWEEN BLOCKS 24-25, 23-26, 22-27, 22-23, 26-27, 23-24, AND 25-26, PORTANA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 10, PAGE 107, OF THE PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 14, PAGE 83, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN N89°39'35"W, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1463.48 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°20'37"E, A DISTANCE OF 1513.02 FEET TO THE NORTH RIGHT-OF-WAY OF CHARLES STREET; THENCE RUN S89°43'49"W ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 475.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, RUN N00°22'27"W, A DISTANCE OF 1234.90 FEET; THENCE S64°20'18"W, A DISTANCE OF 1025.66 FEET; THENCE S25°18'45"E, A DISTANCE OF 170.50 FEET; THENCE S66°38'02"W, A DISTANCE OF 243.77 FEET; THENCE N43°03'47"W, A DISTANCE OF 168.44 FEET; THENCE S64°20'18"W, A DISTANCE OF 33.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF McDONALD ROAD AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 400.03 FEET, A CENTRAL ANGLE OF 66°41'22", A CHORD BEARING OF N75°05'16"W AND A CHORD DISTANCE OF 439.78 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.62 FEET TO THE END OF SAID CURVE AND THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MADELINE AVENUE AND THE NORTHEASTERLY RIGHT-OF-WAY OF SAULS STREET; THENCE RUN N25°19'35"W ALONG THE NORTHERLY RIGHT-OF-WAY SAULS STREET, A DISTANCE OF 9.09 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, RUN N64°49'03"E, A DISTANCE OF 149.27 FEET; THENCE N25°10'57"W, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF HARBORSIDE VILLAGE SUBDIVISION PHASE IV, MAP BOOK 47, PAGE 166; THENCE N64°49'03"E ALONG SAID SOUTH LINE, A DISTANCE OF 531.53 FEET TO THE EAST LINE OF SAID HARBORSIDE VILLAGE SUBDIVISION PHASE IV; THENCE N25°40'32"W ALONG SAID EAST LINE, A DISTANCE OF 466.30 FEET TO A POINT ON THE SOUTH LINE OF LANTERN PARK UNIT 2, MAP BOOK 32, PAGE 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MAP BOOK 47, PAGE 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MAP BOOK 36, PAGE 198, AND COVENTRY FOREST SUB SECTION SEVEN, MAP BOOK 42, PAGE 68, AND COVENTRY FOREST ON THE HILL PHASE 1, MAP BOOK 44, PAGE 116, THENCE RUN S89°40'58"E ALONG SAID SOUTH LINES, A DISTANCE OF 1731.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 1507262 SQUARE FEET OR 34.60 ACRES MORE OR LESS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

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 Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida 780 W Granada Blvd Ormond Beach FL 32174	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 3866774761 E-MAIL ADDRESS: certs@foundationrp.com	FAX (A/C, No): 386-673-5370
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Colony Insurance Company		39993
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 630405668 **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:			600GL0214477-00	8/25/2023	8/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

975 Mcdonald Road Port Orange, FL 32129

City of Port Orange is additional insured with regard to the General Liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange
1000 City Center Cir
Port Orange FL 32129

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

AUTHORIZED REPRESENTATIVE

Charles H. Lyndon

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B11) Approval of a Utility Cost Participation Agreement with ADJ Madeline Commons, LLC for upgrades to the residential sewer system on 5th Street

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Cost Participation Agreement with ADJ Madeline Commons, LLC in an amount not to exceed \$194,741.59 for infrastructure improvements to the sanitary sewer system on 5th Street and to authorize the Mayor and City Clerk to execute all required documents as provided by the City Attorney's office.

SUMMARY: The Engineering Department is requesting approval of a Utility Cost Participation Agreement with ADJ Madeline Commons, LLC for residential sewer improvements on the west side of 5th Street north of Charles Street in the Portona area of the city for the amount of \$194,741.59.

The subdivision will have 149 single-family lots on approximately 34 acres and is being marketed for home construction by DR Horton as Campbell Crossing. The project is located along McDonald Rd., Charles St., and 5th St. adjacent to Sugar Mill Elementary School. The developer is required to connect all new homes to the City's sanitary sewer system. At the City's request, the developer is willing to design and construct sanitary sewer upgrades for 19 of the City's existing sewer customers along the west side of 5th Street in exchange for monetary assistance from the City for the costs of the upgrade to the utility improvements.

The proposed work includes design, permitting, surveying, and construction of 19 new sewer services along the east side of 5th Street, disconnecting the old services and reconnecting the existing customers to the new gravity sewer system being constructed by the developer. Additionally, the contractor will abandon and grout fill the existing gravity system and repave 5th Street from Charles Street north. The cost breakdown for the design, survey, and construction is as follows:

1. Design	\$	20,500
2. Survey	\$	2,500
3. Construction	\$	171,741.59

It is in the City's best interest to improve the sewer infrastructure during the construction phase of the subdivision. Upgrading the sewer connections for the 19 lots along the west side of 5th Street will greatly enhance the sewer collection system, which is a benefit to the project as well as the surrounding area.

5th Street Sewer Improvements



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Cost Participation Agreement w exhibits	Cost Participation Agreement w exhibits.pdf
----	---	---

Julia Wiggins	Created/Initiated - 5/8/2024
Richard Colby	Approved - 5/13/2024
Junos Reed	Approved - 5/14/2024
John McKinney	Approved - 5/16/2024
Matthew Jones	Approved - 5/23/2024
Wayne Clark	Approved - 5/29/2024
Tracee Cody	Final Approval - 6/6/2024

Prepared by: Shannon K. Balmer, Asst City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Utilities Cost Participation Agreement

THIS UTILITY COST PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between **City of Port Orange**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City") and **ADJ Madeline Commons, LLC**, a Florida limited liability company whose address is 444 Seabreeze Blvd. Suite 805, Daytona Beach, Florida 32118 ("Developer").

RECITALS

WHEREAS, the Developer is the owner of certain real property described on **Exhibit "A"**, attached hereto and referred to herein as the Subject Property ("Subject Property"); and

WHEREAS, the Developer has submitted to the City a plan for 149 single-family residential units on approximately Thirty-four and Six-tenths (± 34.60) acres of real property designated as Madeline Commons Subdivision ("Project"); and

WHEREAS, the Developer is required to connect the Project to the City's sanitary sewer system for the benefit of the Project; and

WHEREAS, the Developer is obligated to construct the sanitary sewer system with connections provided for all of the proposed single-family lots constructed with the development as part of the construction of the Project; and

WHEREAS, the Developer is willing to design and construct certain upgrades for 19 of the City's existing sewer customers along the west side of 5th Street ("Utility Improvements"), more particularly described herein and depicted in the sketch of the Utility Improvements, attached hereto as part of **Exhibit "B"** and incorporated herein by reference (collectively "Scope of Work") in exchange for monetary assistance from the City with the costs of the upgrade to the Utility Improvements; and

WHEREAS, upgrading the sewer connections for the 19 lots along the west side of 5th Street greatly enhances the sewer collection system which is a benefit to the Project as well as the surrounding area; and

WHEREAS, pursuant to Chapter 11, Section 6 of the Code of Ordinances, City of Port Orange, Florida, the City may cost participate at the sole discretion of the Port Orange City Council ("City Council"); and

WHEREAS, the Developer is requesting that City Council approve the City's participation in a portion of the actual costs of the Utility Improvements not to exceed as set forth herein; and

WHEREAS, Developer and City have reviewed the cost proposal, attached hereto as **Exhibit "C"**, incorporated herein by reference ("Proposal") and entered into this Agreement with the understanding that such Proposal is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

WHEREAS, the parties desire to memorialize their agreement in writing, as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties are as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Developer's Obligations. Subject to and in accordance with the terms and conditions of this Agreement, Developer agrees to provide for the design of the engineered plans of the Utility Improvements, which shall include the engineered plans, drawings, and specifications for the same, in accordance with the requirements set forth in the Land Development Code of the City of Port Orange ("LDC"), accepted and approved by the City, and any other requirements of law, hereinafter referred to as "Scope of Work." The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:
 - (a) The Developer shall design, engineer, permit and construct the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. The Utility Improvements shall generally consist of design, permitting, surveying, and construction of nineteen (19) new sewer services along the east side of 5th Street, disconnecting the old services, and reconnecting the existing customers to the new gravity sewer system being constructed by the Developer. Additionally, the Developer will abandon and grout fill the existing gravity system and repave 5th Street from Charles Street north. No substantial deviations from the Scope of Work shall be incorporated into the design and engineering without prior written consent of the City. Such services shall include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final designs, preparation of working drawings, and quantity and cost proposals. Developer has retained an engineer of record, Cody A. Bogart, of Newkirk Engineering, Inc., P.E. License No. 94133, which engineer is acceptable to the City, who shall sign, seal and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.
 - (b) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all actual costs ("Costs"), which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the City detailed documentation of Costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the City, upon written request by the City.
 - (c) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the City the certification of completed construction and the as-built drawings.

3. City Reimbursement.

- (a) Upon City's acceptance and approval of the Utility Improvements, the City shall reimburse the Developer in an amount not to exceed One Hundred Ninety-Four Thousand Seven Hundred Forty-One and 59/100 Dollars **(\$194,741.59)** The Developer will submit to the City Engineer an invoice for payments made by the Developer and such invoices shall (i) identify all Costs funded by the Developer; and (ii) include detailed invoices and documentation acceptable to the City, to include pay requests, cancelled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice shall include the documentation of completion and acceptance by the City of such services.
 - (b) Acceptance of the Utility Improvements by the City shall not be unreasonably withheld or delayed. The City shall not reimburse the Developer for any expenditures not related to or consistent with this Agreement.
- 4. Impact Fees. Developer specifically agrees that there will be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement, and that the Developer will pay all impact fees otherwise associated with buildings within the Project.
- 5. No General Obligation. The obligations of the City set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the City or the State of Florida or political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the City. The obligation of the City to reimburse Developer hereunder is subject to the discretion of the City Council of City of Port Orange to budget and appropriate legally available funds in amounts sufficient to fund the Cost of Utility Improvements.
- 6. Indemnity. Developer shall indemnify save, and hold harmless the City, its officers, agents, and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, or liability of any nature whatsoever arising out of, because or due to any act or occurrence of omission or commission of Developers, its consultants, contractors, officers, agents, or employees, in the performance of this Agreement.
- 7. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in the civil court of competent jurisdiction of Volusia County, Florida.
- 8. Severability. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 9. Integration. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.
- 10. 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

Developer: ADJ MADELINE COMMONS, LLC
Attention: Thomas Mehegan
444 Seabreeze Blvd, Suite 805
Daytona Beach, FL 32118

11. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Developer, 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.
12. 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.
13. 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.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

By: _____
Donald O. Burnette, Mayor

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

Date: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [___] online notarization this ____ day of _____, 2024, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

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

WITNESSES:

Print Name: _____

Print Name: _____

ADJ MADELINE COMMONS, LLC

By: RS-JDG Fund I, LLC
Its Member

By: AJ-DJ Stokes, LLC
Its Manager

By: _____
Anand Jobalia, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [___] online notarization this ____ day of _____, 2024, by **Anand Jobalia**, Manager of AJ-DJ Stokes, LLC, Manager of RS-JDG Fund I, LLC, Member of ADJ MADELINE COMMONS, LLC, who is personally known to me and did not take an oath.

(Seal)

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

EXHIBIT "A"

ALL OF BLOCKS 22-27 AND THOSE PLATTED UNIMPROVED RIGHTS-OF-WAYS LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25-27, BETWEEN BLOCKS 24-25, 23-26, 22-27, 22-23, 26-27, 23-24, AND 25-26, PORTANA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 10, PAGE 107, OF THE PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 14, PAGE 83, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

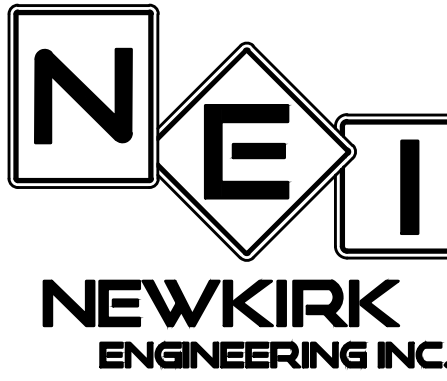
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN N89°39'35"W, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1463.48 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°20'37"E, A DISTANCE OF 1513.02 FEET TO THE NORTH RIGHT-OF-WAY OF CHARLES STREET; THENCE RUN S89°43'49"W ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 475.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, RUN N00°22'27"W, A DISTANCE OF 1234.90 FEET; THENCE S64°20'18"W, A DISTANCE OF 1025.66 FEET; THENCE S25°18'45"E, A DISTANCE OF 170.50 FEET; THENCE S66°38'02"W, A DISTANCE OF 243.77 FEET; THENCE N43°03'47"W, A DISTANCE OF 168.44 FEET; THENCE S64°20'18"W, A DISTANCE OF 33.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF McDONALD ROAD AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 400.03 FEET, A CENTRAL ANGLE OF 66°41'22", A CHORD BEARING OF N75°05'16"W AND A CHORD DISTANCE OF 439.78 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.62 FEET TO THE END OF SAID CURVE AND THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MADELINE AVENUE AND THE NORTHEASTERLY RIGHT-OF-WAY OF SAULS STREET; THENCE RUN N25°19'35"W ALONG THE NORTHERLY RIGHT-OF-WAY SAULS STREET, A DISTANCE OF 9.09 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, RUN N64°49'03"E, A DISTANCE OF 149.27 FEET; THENCE N25°10'57"W, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF HARBORSIDE VILLAGE SUBDIVISION PHASE IV, MAP BOOK 47, PAGE 166; THENCE N64°49'03"E ALONG SAID SOUTH LINE, A DISTANCE OF 531.53 FEET TO THE EAST LINE OF SAID HARBORSIDE VILLAGE SUBDIVISION PHASE IV; THENCE N25°40'32"W ALONG SAID EAST LINE, A DISTANCE OF 466.30 FEET TO A POINT ON THE SOUTH LINE OF LANTERN PARK UNIT 2, MAP BOOK 32, PAGE 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MAP BOOK 47, PAGE 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MAP BOOK 36, PAGE 198, AND COVENTRY FOREST SUB SECTION SEVEN, MAP BOOK 42, PAGE 68, AND COVENTRY FOREST ON THE HILL PHASE 1, MAP BOOK 44, PAGE 116, THENCE RUN S89°40'58"E ALONG SAID SOUTH LINES, A DISTANCE OF 1731.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 1507262 SQUARE FEET OR 34.60 ACRES MORE OR LESS.

REVISIONS

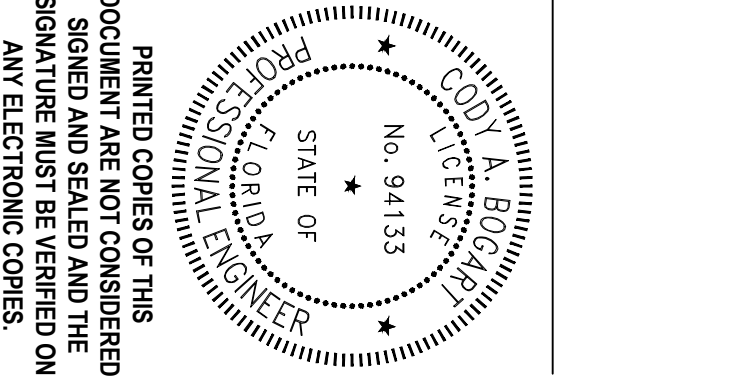
DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/2/22	CITY COMMENTS
11/02/22	CITY COMMENTS
3/21/24	APPROVED CONTRACT

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26005054
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



PLAN / PROFILE - 5TH STREET
STA. 0+00 TO 7+00
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
CODY A. BOODART, P.E.# 94133 ON



PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.
PROJECT NO.: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1" = 30'

DRAWING NUMBER

33

STATION 0+00 TO STATION 7+00

NOTE:
SEE TABLE SHEET NO. 20 FOR
ALL YARD DRAIN STRUCTURE
SPECIFICATIONS.

NOTE:
C900 PIPE FOR SANITARY
SERVICES & MAINS ALONG
5TH STREET OUTSIDE OF
PAVEMENT.

KEY MAP
NOT TO SCALE

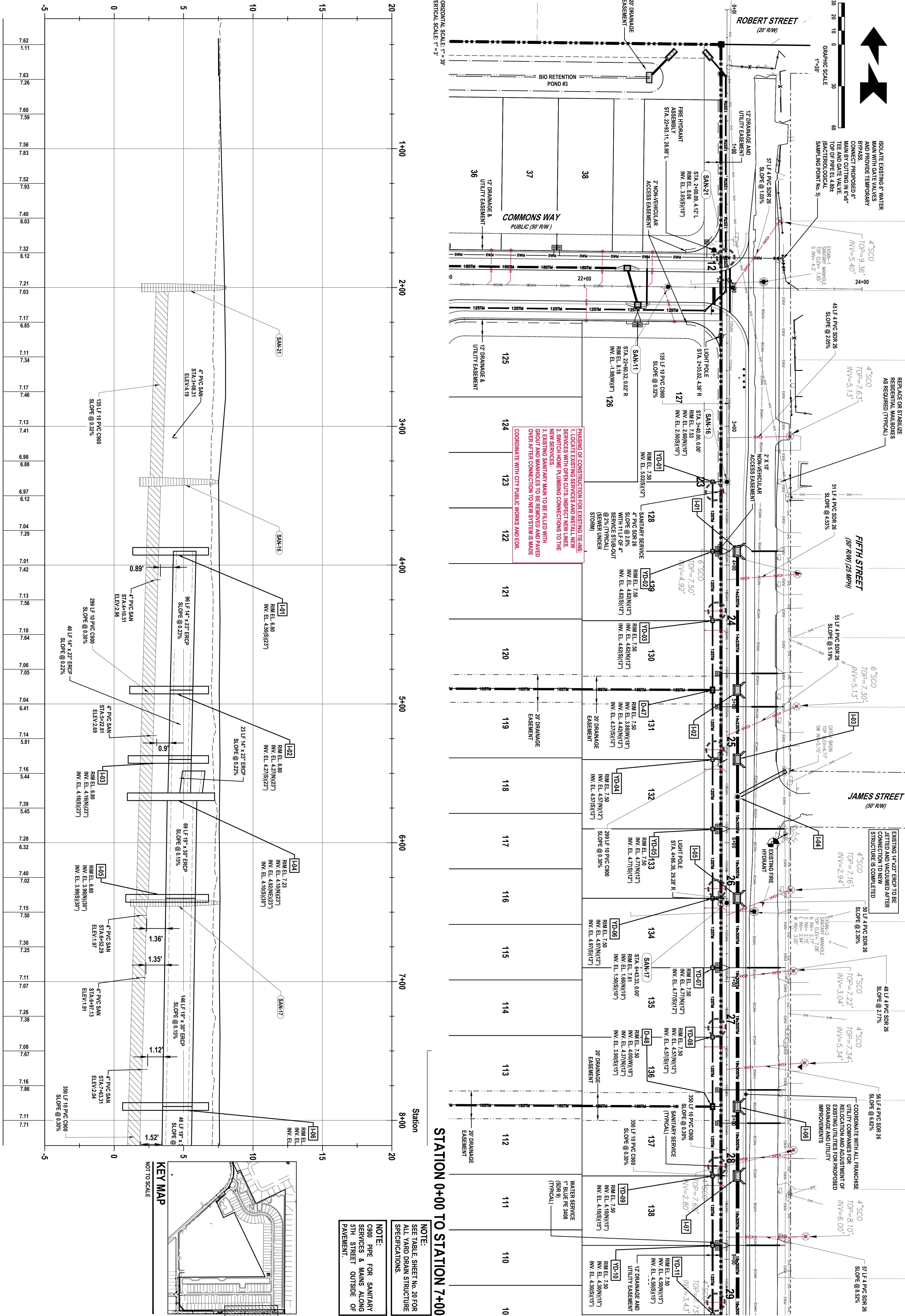


EXHIBIT "B"



1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com

C.A. # 30209
L.C. # 26000584
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



NEWKIRK
ENGINEERING INC.

PLAN / PROFILE - 5TH STREET
STA. 7+00 TO 14+34

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

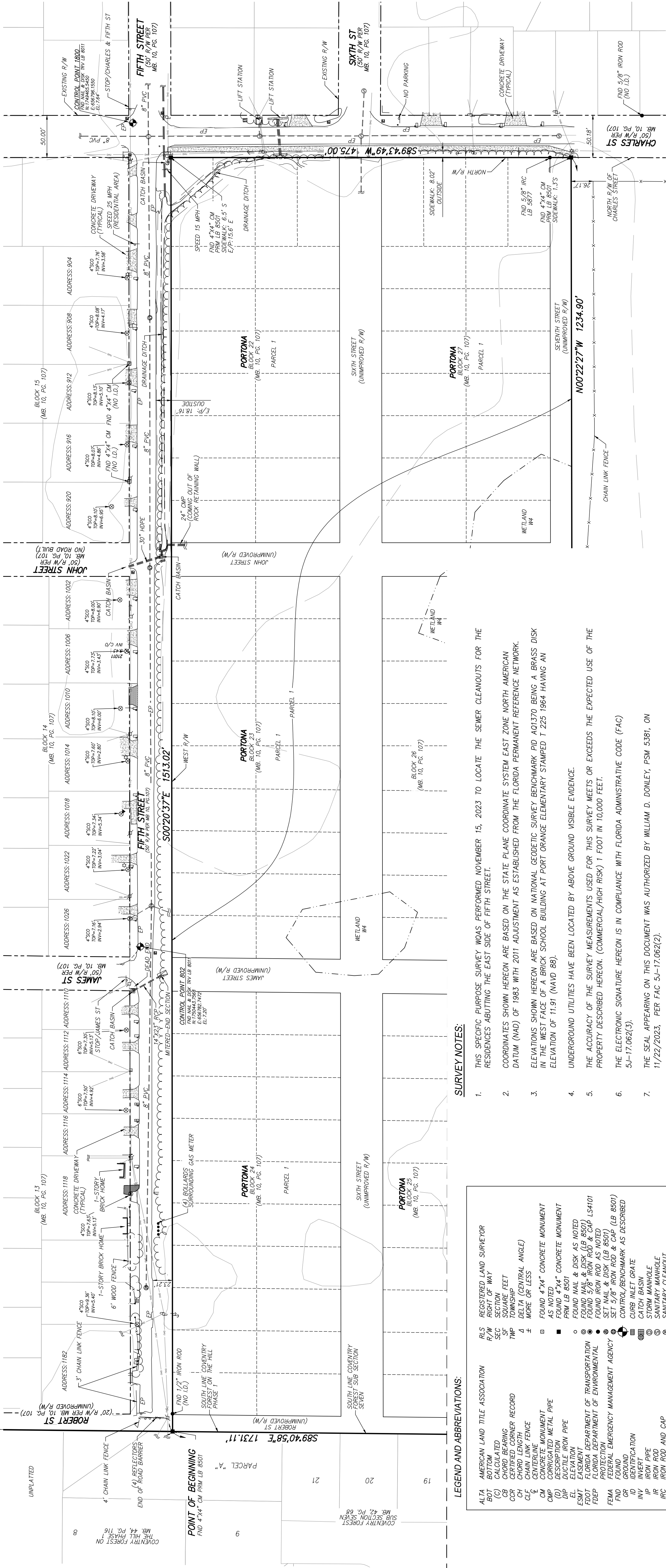
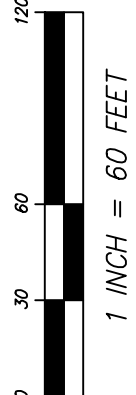
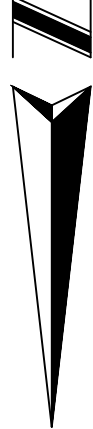
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EXPRESSED WRITTEN CONSENT OF NETWORK
ENGINEERING COPYRIGHT 2013 ALL RIGHTS
RESERVED

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO:	2021-309
DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHNH
SCALE:	1" = 30'
DRAWING NUMBER	

SPECIFIC PURPOSE SURVEY for:
ADJ MADELINE COMMONS, LLC

POINT OF COMMENCEMENT
NE CORNER OF LOT 34
FOUND 1-3/4" IRON PIN
(FILLED WITH CONCRETE)



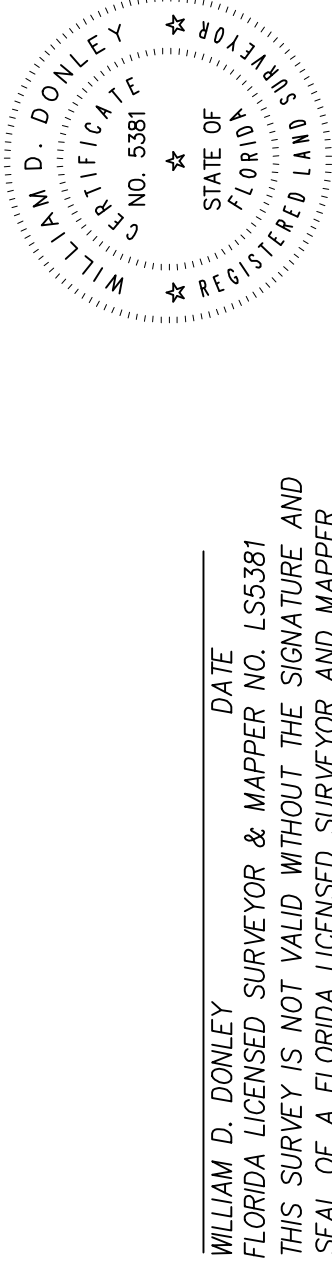
LEGEND AND ABBREVIATIONS:

ALTA	AMERICAN LAND TITLE ASSOCIATION	RLS	REGISTERED LAND SURVEYOR
BLK	BLOCK	R/W	RIGHT-OF-WAY
CD	CALCULATED	SEC	SECTION
CB	CHORD BEARING	SQ	SQUARE FEET
CCR	CERTIFIED CORNER RECORD	TWP	TOWNSHIP
CH	CHORD LENGTH	Δ	DELTA (CENTRAL ANGLE)
CL	CENTERLINE	±	MORE OR LESS
CM	CONCRETE MONUMENT	□	FOUND 4"x4" CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE	AS NOTED	AS NOTED
(D)	DESCRIPTION	PRM LB 8501	PRM LB 8501
EL	ELEVATION	FOUND 4"x4" CONCRETE MONUMENT	FOUND 4"x4" CONCRETE MONUMENT
ESMT	EASEMENT	FOUND NAIL & DISK AS NOTED	FOUND NAIL & DISK AS NOTED
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	FOUND 5/8" IRON ROD AS NOTED	FOUND 5/8" IRON ROD AS NOTED
FEED	FLORIDA DEPARTMENT OF ENVIRONMENTAL	FOUND 5/8" IRON ROD & CAP (LB 8501)	FOUND 5/8" IRON ROD & CAP (LB 8501)
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SET NAIL & DISK (LB 8501)	SET NAIL & DISK (LB 8501)
FOUND	FOUND	CONTROL/BENCHMARK AS DESCRIBED	CONTROL/BENCHMARK AS DESCRIBED
GR	GROUND	CORB INLET GRATE	CORB INLET GRATE
ID	IDENTIFICATION	IRON PIPE	IRON PIPE
IP	IRON PIPE	IRON ROD	IRON ROD
IRC	IRRIGATION CONTROL VALVE	SANITARY MANHOLE	SANITARY MANHOLE
IRV	IRRIGATION CONTROL VALVE	SANITARY CLEANOUT	SANITARY CLEANOUT
LB	LAND SURVEYOR	ELECTRIC METER	ELECTRIC METER
LS	LAND SURVEYOR	ELECTRIC RISER BOX	ELECTRIC RISER BOX
(M)	MEASURED	TELEPHONE RISER BOX	TELEPHONE RISER BOX
MB	MEASURED	WATER METER	WATER METER
MD	MEASURED	WATER METER	WATER METER
NO	NOT	WATER METER	WATER METER
(NR)	NOT RADIAL	WATER METER	WATER METER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	WATER METER	WATER METER
OR	OVERHEAD RECORDS BOOK	WATER METER	WATER METER
PC	POINT OF CURVATURE	WATER METER	WATER METER
PCC	POINT OF COMPOUND CURVATURE	WATER METER	WATER METER
PQS	POINT OF QUARTER SECTION	WATER METER	WATER METER
P.O.B.	POINT OF BEGINNING	WATER METER	WATER METER
PNT	POINT OF NON-TANGENT	WATER METER	WATER METER
PRC	POINT OF REVERSE CURVATURE	WATER METER	WATER METER
PRC	POINT OF REVERSE CURVATURE	WATER METER	WATER METER
(R)	RADIUS	WATER METER	WATER METER
ROP	REINFORCED CONCRETE PIPE	WATER METER	WATER METER

SURVEY NOTES:

- THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED NOVEMBER 15, 2023 TO LOCATE THE SEWER CLEANOUTS FOR THE RESIDENCES ABUTTING THE EAST SIDE OF FIFTH STREET.
- COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK.
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK PID A01370 BEING A BRASS DISK IN THE WEST FACE OF A BRICK SCHOOL BUILDING AT PORT ORANGE ELEMENTARY STAMPED T 225 1964 HAVING AN ELEVATION OF 11.91 (NAVD 88).
- UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 11/22/2023, PER FAC 5J-17.062(2).

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-052, FLORIDA ADMINISTRATIVE CODE.



WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. 5381
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FB/PG		DATE	DRAWN	R E V I S I O N S		CKD	DONLEY CONSULTING GROUP, LLC	SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST	SPECIFIC PURPOSE SURVEY for: ADJ MADELINE COMMONS, LLC.	PROJECT NO. 112.002	SCALE 1"=60'
FB/PG		DATE	DRAWN	REVISION							
							210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.947.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8501				

EXHIBIT "C"



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174

386-872-7794

Tuesday, November 7, 2023

Anand Jobalia
ADJ MADELINE COMMONS, LLC
444 Seabreeze Blvd, Suite 805
Daytona Beach, FL 32118

Re: Madeline Commons (5th Street Sewer Design)
5th St, Port Orange, FL
Fee Agreement for Professional Services

Dear Anand,

Newkirk Engineering, Inc. is pleased to submit its fee agreement for providing its design services for the proposed Madeline Commons residential subdivision located on 5th St in Port Orange, Florida.

The work proposed to be performed will be the design associated with this project. Closeout requests will be submitted to the respective agencies for project completion on behalf of ADJ MADELINE COMMONS, LLC (Client).

Design Revisions for 5th Street Sewer Improvements: The proposed work includes the coordination of surveying and construction for the discovery and design of the existing sewer services along 5th Street with the intent to disconnect and reconnect these services to the proposed offset sewer gravity system being constructed with this project. Newkirk Engineering will need to be provided with a Survey of the existing sewer components including location, depth, inverts, size, and material. All other utilities will need to be located similarly to accommodate pipe and structure conflicts in the city right-of-way. Newkirk Engineering will obtain permit clearances from FDEP for Sewer system clearance that include these changes.

Plotting, Mileage, & Misc. Submittal Materials: Plotting, reproduction, postage, and mileage fees associated with preconstruction, during construction administration, and close out of permit and site approval.

Services Not Included: Services not included in the agreement are non-listed reimbursables, MOT plans other than ones provided in civil plans, non-listed permit fees, Civil as-builts, recording documents and record plat, impact fees, utility fees, permit fees easement descriptions, title work, Lot Irrigation design, monument design, building related permitting, and construction bidding. Should any of these services be necessary, Newkirk Engineering will provide the Client a fee for the additional work.

Time and Fees: The construction administration can commence immediately upon approval of this agreement.

The overall fee is described as follows:

	Item of Work	
1.	Due Diligence	\$ 2,500.00
2.	Design and Plan Production	\$ 15,000.00
3.	Plotting, Mileage, & Misc. Submittal Materials	\$ 3,000.00
	Total	\$ 20,500.00

Throughout construction, invoices will occur at the end of the month or after a significant submittal and due within 30 days.

If this is acceptable, please execute your authorization for acceptance and provide a \$2,500 retainer payment for the procedure of work. Mail-in-check is accepted or wired instructions can be provided upon request.

Should you have any questions, please call me. Thank you for your consideration in Newkirk Engineering, Inc.

Sincerely,

NEWKIRK ENGINEERING, INC.



Digitally signed by Cody A Bogart
Date: 2023.11.07 14:47:32-05'00'

Cody A. Bogart, PE No. 94133
Project Engineer

Accepted this 11th day of March, 2023 by  Signature

Printed Name: Scott Bullock

Title: PM



NEWKIRK ENGINEERING, INC.

Civil Engineering * Land Development

1230 North US1, Suite 3
Ormond Beach, FL 32174
(386) 872-7794

harry@newkirk-engineering.com

2023 STANDARD RATE SCHEDULE

STANDARD HOURLY RATES	
Expert Witness	\$500.00
Principal Engineer	\$270.00
Sr. Project Manager	\$220.00
Project Manager	\$200.00
Professional Engineer II	\$195.00
Professional Engineer I	\$165.00
Registered Landscape Architect	\$140.00
Sr. Engineer Intern	\$125.00
Engineer Intern	\$115.00
Sr. Designer	\$135.00
Designer	\$120.00
CAD Technician I	\$100.00
Secretary	\$75.00
Student Intern	\$75.00

STANDARD PLOTTING RATES		
Size	Bond Plot	Color Plot
8.5 x 11	\$ 0.25	\$ 0.45
11 x 17	\$ 0.50	\$ 0.90
24 x 36	\$ 3.00	\$ 20.00
24 x 36 Originals	\$ 12.00	

Mileage	\$ 0.70	Per Mile
CD-rom	\$ 18.00	Each
Bound Report	\$ 25.00	Each
SWPPP Manual	\$ 500.00	Each
Elevation Certificate (Known BFE)	\$ 1,000.00	Each
Elevation Certificate (Determine BFE)	\$ 2,000.00	Each
Affidavit	\$ 500.00	Each
Easement Sketch and Legal	\$ 500.00	Each

EXHIBIT "C" CONTINUED

Extra Work Order Proposal

Madeline Commons
EWO - 01 Fifth Street Plan Revisions
4/23/2024



Row	Description:	Unit:	Quantity:	Unit Price:				Subtotal:				Total:
				Labor:	Equipment:	Material:	Subcontractor:	Labor:	Equipment:	Material:	Subcontractor:	
1	Crews											
2	Pipe - Added C900											
3	Foreman	HR	9	\$ 35.00				\$ 315.00	\$ -	\$ -	\$ -	\$ 315.00
4	Foreman - Pickup w/ Small Tools	HR	9		\$ 66.97			\$ -	\$ 602.73	\$ -	\$ -	\$ 602.73
5	Equipment Operators (2 EA)	HR	18	\$ 23.60				\$ 424.80	\$ -	\$ -	\$ -	\$ 424.80
6	Large Excavator	HR	9		\$ 177.59			\$ -	\$ 1,598.31	\$ -	\$ -	\$ 1,598.31
7	Loader	HR	9		\$ 98.71			\$ -	\$ 888.39	\$ -	\$ -	\$ 888.39
8	Laborer (2 EA)	HR	18	\$ 17.00				\$ 306.00	\$ -	\$ -	\$ -	\$ 306.00
9								\$ -	\$ -	\$ -	\$ -	\$ -
10	Pipe - Added Sanitary Structure							\$ -	\$ -	\$ -	\$ -	\$ -
11	Foreman	HR	5.5	\$ 35.00				\$ 192.50	\$ -	\$ -	\$ -	\$ 192.50
12	Foreman - Pickup w/ Small Tools	HR	5.5		\$ 66.97			\$ -	\$ 368.34	\$ -	\$ -	\$ 368.34
13	Equipment Operators (2 EA)	HR	11	\$ 23.60				\$ 259.60	\$ -	\$ -	\$ -	\$ 259.60
14	Large Excavator	HR	5.5		\$ 177.59			\$ -	\$ 976.75	\$ -	\$ -	\$ 976.75
15	Loader	HR	5.5		\$ 98.71			\$ -	\$ 542.91	\$ -	\$ -	\$ 542.91
16	Laborer (2 EA)	HR	11	\$ 17.00				\$ 187.00	\$ -	\$ -	\$ -	\$ 187.00
17								\$ -	\$ -	\$ -	\$ -	\$ -
18	Pipe - Added Sewer Services							\$ -	\$ -	\$ -	\$ -	\$ -
19	Foreman	HR	50.5	\$ 35.00				\$ 1,767.50	\$ -	\$ -	\$ -	\$ 1,767.50
20	Foreman - Pickup w/ Small Tools	HR	50.5		\$ 66.97			\$ -	\$ 3,381.99	\$ -	\$ -	\$ 3,381.99
21	Equipment Operators (2 EA)	HR	101	\$ 23.60				\$ 2,383.60	\$ -	\$ -	\$ -	\$ 2,383.60
22	Large Excavator	HR	50.5		\$ 177.59			\$ -	\$ 8,968.30	\$ -	\$ -	\$ 8,968.30
23	Loader	HR	50.5		\$ 98.71			\$ -	\$ 4,984.86	\$ -	\$ -	\$ 4,984.86
24	Laborer (2 EA)	HR	101	\$ 17.00				\$ 1,717.00	\$ -	\$ -	\$ -	\$ 1,717.00
25								\$ -	\$ -	\$ -	\$ -	\$ -
26	Pipe - Storm Structure Modifications							\$ -	\$ -	\$ -	\$ -	\$ -
27	Foreman	HR	18	\$ 35.00				\$ 630.00	\$ -	\$ -	\$ -	\$ 630.00
28	Foreman - Pickup w/ Small Tools	HR	18		\$ 66.97			\$ -	\$ 1,205.46	\$ -	\$ -	\$ 1,205.46
29	Equipment Operators (2 EA)	HR	36	\$ 23.60				\$ 849.60	\$ -	\$ -	\$ -	\$ 849.60
30	Large Excavator	HR	18		\$ 177.59			\$ -	\$ 3,196.62	\$ -	\$ -	\$ 3,196.62
31	Loader	HR	18		\$ 98.71			\$ -	\$ 1,776.78	\$ -	\$ -	\$ 1,776.78
32	Laborer (2 EA)	HR	36	\$ 17.00				\$ 612.00	\$ -	\$ -	\$ -	\$ 612.00
33								\$ -	\$ -	\$ -	\$ -	\$ -
34	Sanitary - Demo Existing Structures and Pipe							\$ -	\$ -	\$ -	\$ -	\$ -
35	Foreman	HR	27	\$ 35.00				\$ 945.00	\$ -	\$ -	\$ -	\$ 945.00
36	Foreman - Pickup w/ Small Tools	HR	27		\$ 66.97			\$ -	\$ 1,808.19	\$ -	\$ -	\$ 1,808.19
37	Equipment Operators (2 EA)	HR	54	\$ 23.60				\$ 1,274.40	\$ -	\$ -	\$ -	\$ 1,274.40
38	Large Excavator	HR	27		\$ 177.59			\$ -	\$ 4,794.93	\$ -	\$ -	\$ 4,794.93
39	Loader	HR	27		\$ 98.71			\$ -	\$ 2,665.17	\$ -	\$ -	\$ 2,665.17
40	Laborer (2 EA)	HR	54	\$ 17.00				\$ 918.00	\$ -	\$ -	\$ -	\$ 918.00
41								\$ -	\$ -	\$ -	\$ -	\$ -
42	Grade							\$ -	\$ -	\$ -	\$ -	\$ -
43	Foreman	HR	9	\$ 35.00				\$ 315.00	\$ -	\$ -	\$ -	\$ 315.00
44	Foreman - Pickup w/ Small Tools	HR	9		\$ 66.97			\$ -	\$ 602.73	\$ -	\$ -	\$ 602.73
45	Equipment Operator (3 EA)	HR	27	\$ 23.60				\$ 637.20	\$ -	\$ -	\$ -	\$ 637.20
46	Motor Grader	HR	9		\$ 133.51			\$ -	\$ 1,201.59	\$ -	\$ -	\$ 1,201.59
47	Road Broom	HR	9		\$ 78.79			\$ -	\$ 709.11	\$ -	\$ -	\$ 709.11
48	Skid Steer	HR	9		\$ 85.23			\$ -	\$ 767.07	\$ -	\$ -	\$ 767.07
49	Laborer (2 EA)	HR	18	\$ 17.00				\$ 306.00	\$ -	\$ -	\$ -	\$ 306.00
50	Trucking	HR	3				\$85.00	\$ -	\$ -	\$ -	\$ 255.00	\$ 255.00
51								\$ -	\$ -	\$ -	\$ -	\$ -
52	Additional MOT							\$ -	\$ -	\$ -	\$ -	\$ -
53	Foreman	HR	18	\$ 35.00				\$ 630.00	\$ -	\$ -	\$ -	\$ 630.00
54	Foreman - Pickup w/ Small Tools	HR	18		\$ 66.97			\$ -	\$ 1,205.46	\$ -	\$ -	\$ 1,205.46
55	Small Equipment Operator (2 EA)	HR	36	\$ 23.60				\$ 849.60	\$ -	\$ -	\$ -	\$ 849.60
56	Road Broom	HR	18		\$ 78.79			\$ -	\$ 1,418.22	\$ -	\$ -	\$ 1,418.22
57	Skid Steer	HR	18		\$ 85.23			\$ -	\$ 1,534.14	\$ -	\$ -	\$ 1,534.14
58	Laborer (2 EA)	HR	36	\$ 17.00				\$ 612.00	\$ -	\$ -	\$ -	\$ 612.00
59	MOT Device Rental	LS	1				\$2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 2,700.00
60								\$ -	\$ -	\$ -	\$ -	\$ -
61	Subcontractors							\$ -	\$ -	\$ -	\$ -	\$ -
62	Asphalt Patch	EA	16				\$ 250.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00
62	Concrete pump sub	DA	5				\$ 1,200.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00

Extra Work Order Proposal

Madeline Commons
EWO - 01 Fifth Street Plan Revisions
4/23/2024



				Unit Price:				Subtotal:				
Row	Description:	Unit:	Quantity:	Labor:	Equipment:	Material:	Subcontractor:	Labor:	Equipment:	Material:	Subcontractor:	Total:
63	Concrete Cutting Sub	DA	5				\$ 500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
64	Sod Sub	SY	300				\$ 3.15	\$ -	\$ -	\$ -	\$ 945.00	\$ 945.00
65	6" Concrete (driveway Repair)	SF	1300				\$ 8.00	\$ -	\$ -	\$ -	\$ 10,400.00	\$ 10,400.00
66								\$ -	\$ -	\$ -	\$ -	\$ -
67	Materials							\$ -	\$ -	\$ -	\$ -	\$ -
68	Added - Sanitary Structure	EA	1			\$ 3,512.10		\$ -	\$ -	\$ 3,512.10	\$ -	\$ 3,512.10
69	Added - 10" Sanitary Sewer (C900)	LF	1150			\$ 32.83		\$ -	\$ -	\$ 37,754.50	\$ -	\$ 37,754.50
70	Credit - 8" Sanitary Sewer (C900)	LF	-1005			\$ 24.05		\$ -	\$ -	\$ (24,170.25)	\$ -	\$ (24,170.25)
71	Added Sewer Service Connections	EA	16			\$ 808.00		\$ -	\$ -	\$ 12,928.00	\$ -	\$ 12,928.00
72	Added - 10" WYE	EA	19			\$ 371.00		\$ -	\$ -	\$ 7,049.00	\$ -	\$ 7,049.00
73	Credit - 8" WYE	EA	-19			\$ 223.00		\$ -	\$ -	\$ (4,237.00)	\$ -	\$ (4,237.00)
74	Pipe Grout	CY	17			\$ 148.00		\$ -	\$ -	\$ 2,516.00	\$ -	\$ 2,516.00
75	Flowable Fill	CY	15			\$ 148.00		\$ -	\$ -	\$ 2,220.00	\$ -	\$ 2,220.00
76	Brick and Mortar	LS	1			\$ 3,735.00		\$ -	\$ -	\$ 3,735.00	\$ -	\$ 3,735.00
77	Crushed Concrete	TN	32			\$ 22.50		\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
78								\$ -	\$ -	\$ -	\$ -	\$ -
79	Misc.							\$ -	\$ -	\$ -	\$ -	\$ -
80	Planning / Layout / Documentation							\$ -	\$ -	\$ -	\$ -	\$ -
81	Project Manager	HR	3	\$ 90.00				\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00
82	Superintendent	HR	9	\$ 90.00				\$ 810.00	\$ -	\$ -	\$ -	\$ 810.00
83	Survey (office)	HR	9	\$ 75.00				\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00
84	Survey (field)	HR	22	\$ 40.00				\$ 880.00	\$ -	\$ -	\$ -	\$ 880.00
85	Survey (helper)	HR	22	\$ 30.00				\$ 660.00	\$ -	\$ -	\$ -	\$ 660.00
86	Survey (Pickup w/ instruments)	HR	22		\$ 115.00			\$ -	\$ 2,530.00	\$ -	\$ -	\$ 2,530.00
Subtotals:								\$ 19,426.80	\$ 47,728.02	\$ 42,027.35	\$ 26,800.00	\$ 135,982.17
Labor Burden (45.21%):								\$ 8,782.86				
Tax (6.5%):										\$ 2,731.78		
Overhead & Profit (15%):								\$ 4,231.45	\$ 7,159.20	\$ 6,713.87	\$ 4,020.00	
Subtotals W/ Markups:								\$ 32,441.10	\$ 54,887.22	\$ 51,473.00	\$ 30,820.00	\$ 169,621.32
Bond (1.25%) - N/A												\$ 2,120.27
Final Total:								\$ 171,741.59				
Clarifications												
● Void if not accepted in writing within 30 Days of submission												
● This EWO is base of the current 5th St design provided.												
● Any unforeseen issues encountered pertaining to the changes will be a separate EWO.												

Clarifications

- Void if not accepted in writing within 30 Days of submission
- This EWO is base of the current 5th St design provided.
- Any unforeseen issues encountered pertaining to the changes will be a separate EWO.

EXHIBIT "C" CONTINUED

**DONLEY
CONSULTING
GROUP, LLC**

**210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132**

Sent Via Email: logan@jobalia.net

November 4, 2023

Mr. Logan Carter
Jobalia Development Group
444 Seabreeze Boulevard, Suite 805
Daytona Beach, Florida 32118

Subject: **Proposal to Provide Professional Surveying Services
Madeline Commons – Surveying Services
City of Port Orange, Volusia County, Florida**

Dear Mr. Carter:

Donley Consulting Group is pleased to submit this proposal to provide professional surveying services for the 5th Street Sewer Replacement project. The project is located along the east side of 5th Street, north of Charles Street and across the street from Madeline Commons. This proposal is based on the site plan sketch provided by your engineer of record.

I. Asbuilt Survey

We will prepare an As-built Survey for the sixteen sanitary sewer cleanouts within the project limits. Each cleanout will be located to obtain the horizontal location, top of cleanout elevation and invert elevation. It is our understanding that the City of Port Orange Utility department will assist us with the field location of the buried cleanouts. The cleanout data will be overlaid on the previous topographic survey for 5th Street. Deliverables to include electronic files in PDF and Civil3D formats.

Our fee for this task will be a fixed fee of \$2,500, including other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. Other direct costs are included in Task I, above.

Logan Carter
Madeline Commons
November 5, 2023

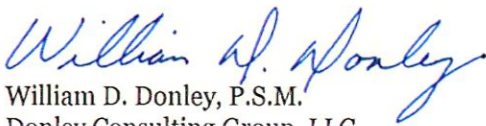
III. Additional Services

Any Additional Services requested that are not a part of this proposal will be invoiced per a mutually agreed upon lump sum fee. Authorization under this task must be in writing.

This proposal represents the entire understanding between Jobalia Development Group and Donley Consulting Group, LLC regarding the referenced project. This proposal shall remain in effect for acceptance for a period of thirty (30) days from the date thereof, after which time Donley Consulting Group, LLC reserves the right to review and revise its proposal. Once accepted, this proposal may only be modified in writing with the consensus of both parties. If you wish to accept this proposal, please sign and date where indicated and return one complete copy via email to bdonley@donleyconsulting.com. Upon receipt, we will promptly schedule our services.

Thank you for considering Donley Consulting Group, LLC. We look forward to helping you create a quality project.

Sincerely,


William D. Donley, P.S.M.
Donley Consulting Group, LLC

WDD:
S:\112.001\Madeline Commons

APPROVED AND ACCEPTED

Print: Logan Carter

By: 
Authorized Representative of
Jobalia Development Group

Date: 11/7/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B12) Ratification of a Volusia ECHO Award for the City Center Playground Improvements in the amount of \$150,000

DEPARTMENT: Finance

GOAL: 3 - Quality of Life
5 - Fiscal Sustainability

RECOMMENDED MOTION: Ratification of the acceptance of the ECHO Grant Award 24-17 for City Center Playground Improvements and authorization for the Mayor and City Clerk to execute all associated documents to include the Restrictive Covenants.

SUMMARY: Parks and Recreation requested in December 2023 to apply by Resolution No. 23-59 for a Volusia ECHO grant to improve the existing 20-year-old playground at City Center Park. The playground area will be enlarged to accommodate visitors in a safer environment. The City was awarded by the ECHO Board \$150,000. This project is budgeted in this year's Capital Improvement Plan and the ECHO award was included in the mid-year budget amendment.



Included for execution is the ECHO grant agreement and restrictive covenants for the City Center Playground.

PRESENTER: John McKinney

ATTACHMENTS:

1.	24-17 Port Orange City Center Playground Agreement	24-17 Port Orange City Center Playground Agreement (6).pdf
2.	ECHO Award 24-17 PO City Center Playground Improvements and Restrictive Covenants w exhibit	ECHO Award 24-17 PO City Center Playground Improvements and Restrictive Covenants w exhibit.pdf
3.	ECHO Award 24-17 PO City Center Playground Improvements and Grant in Aid Letter Contract	ECHO Award 24-17 PO City Center Playground Improvements and Restrictive Covenants (2).pdf
4.	Resolution No. 23-59	Resolution No. 23-59.pdf

John McKinney
Susan Lovallo
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 5/17/2024
Approved - 6/3/2024
Approved - 6/3/2024
Approved - 6/7/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

County of Volusia ECHO Grants-in-Aid Agreement

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2020-79, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical and outdoor recreational opportunities, and

WHEREAS, Resolution 2020-79 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Resource Stewardship Division has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. 24-17, a project of the City of Port Orange, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 West Indiana Avenue, DeLand, Florida (hereinafter referred to as the "County"), and City of Port Orange in the County of Volusia (hereinafter referred to as "Grantee"), agree as follows:

1. Within the 2024 grant cycle, the County of Volusia shall designate funds not to exceed \$150,000.00, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as "Exhibit A", (Grantee's application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in "Exhibit A" and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon Grantee providing:
 - a. A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Volusia ECHO Program Guide) – explaining encumbrances and expenditures and project status report).
 - b. Not for Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in the Volusia ECHO Program Guide.
4. It is understood between the parties that the amount of funds designated in paragraph one (1), above, is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the Volusia ECHO Program Guide. The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-

day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Resource Stewardship ECHO Program Manager prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty (30) days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes to the scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Manager. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in the grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in "Exhibit A" for a period of 20 years.
9. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice To Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A".
12. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 32 sq. ft. exterior sign shall be placed in a prominent public location. See the Volusia ECHO Program Guide for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See the Volusia ECHO Program Guide for design and wording.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Manager

for approval. The ECHO Program Manager will respond in writing within 14 days after receipt of the Grantee's written request.

13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement, the Restrictive Covenants.
15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State and Federal permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.
18. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or project is deconstructed or no longer available for public use for the time period required, the grantee shall repay the County in the manner set forth in the Restrictive Covenants.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _____ day of _____ 2024.

WITNESSES

COUNTY COUNCIL

COUNTY OF VOLUSIA, FLORIDA

Witness

County Chair – Jeffrey S. Brower

Witness

Attest County Manager – George Recktenwald

GRANTEE SIGNATURES

WITNESSES (2):

[Signature]
Signature Witness

Robin Fenwick
Printed Name of Witness

[Signature]
Signature of Witness

Michelle Williams
Printed Name of Witness

GRANTEE:

City of Port Orange
Name of Organization

[Signature]
Signature Authorized Official

Donald O. Burnette
Printed Name of Authorized Official

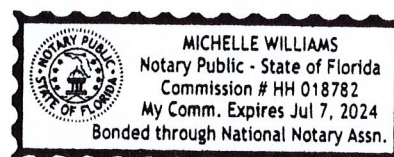
Mayor
Title of Authorized Official

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 2024, by Don Burnette, as Mayor who is ☒ personally known to me, or ☐ who has produced a _____ driver's license as identification.

[Signature]
Print Name: Michelle Williams
Notary Public, State of Florida
Commission No.: HH 98782
My Commission Expires: 7/7/24



Restrictive Covenants

THESE COVENANTS are entered into this _____ day of _____, 2024, by the City of Port Orange. *Hereinafter referred to as "the Owner"* and City of Port Orange, *hereinafter referred to as "the Grantee/Lessee"* and shall be effective for a period of 20 years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located at 4625 City Center Circle, Port Orange, Florida, 32129, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, Florida 32720, *hereinafter referred to as "the County"*, in the amount of \$150,000.00, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. 24-17. This includes the requirement to maintain public access for the project for a period of twenty (20) years from the date of recording this restrictive covenant.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of 20 years from the date of recordation, and that if the restrictions are violated within the 20 year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to the return of the entire grant amount, less the quotient of two (2) divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the violation occurs after the thirteenth (13th) anniversary of the effective date of these covenants but prior to the fourteenth (14th) anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated 4/2/2024. To insure the ability to repay the grant, the Owner and

Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

OWNER: City of Port Orange,
a Florida municipality

GRANTEE: City of Port Orange,
a Florida municipality

By: _____

Sign

By: _____

Sign

Witness: _____

Sign

Print

Witness: _____

Sign

Print

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ who is ☐ personally known to me, or ☐ who has produced a _____ driver's license as identification.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BRANDY HILLS DRIVE WITH THE NORTH RIGHT OF WAY LINE OF WEST HERBERT STREET, AS SHOWN ON BRANDY HILLS UNIT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 110 AND 111, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH RIGHT OF WAY LINE OF WEST HERBERT STREET: NORTH 55°49'09" EAST, A DISTANCE OF 359.26 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,259.75 FEET AND A CENTRAL ANGLE OF 07°55'30"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 174.25 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 00°06'43" EAST, A DISTANCE OF 631.93 FEET TO THE **POINT OF BEGINNING**; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: SOUTH 00°06'43" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 00°06'43" WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH 89°53'17" EAST, A DISTANCE OF 45.00 FEET TO THE **POINT OF BEGINNING**.

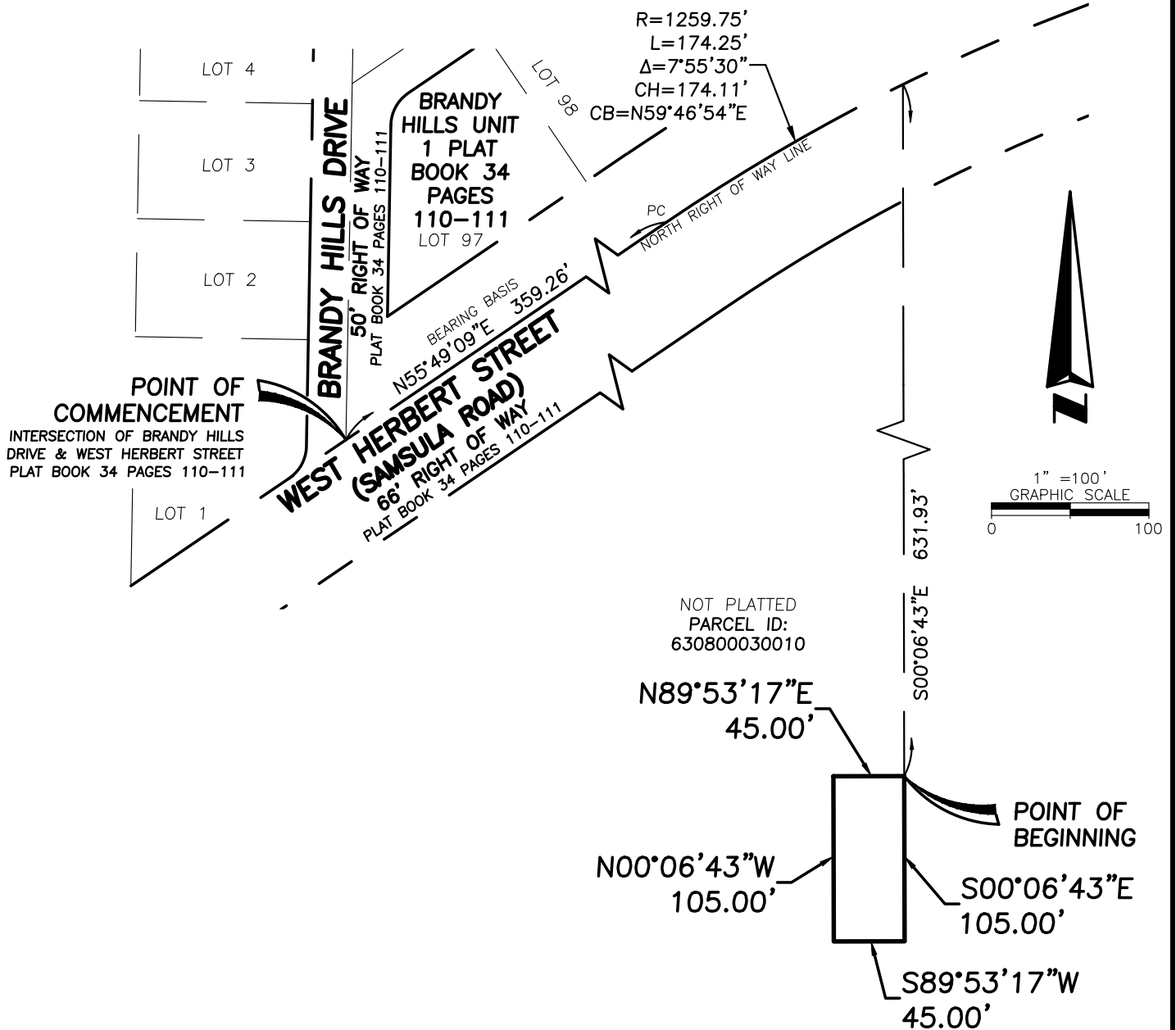
CONTAINING 4,725 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF WEST HERBERT STREET, AS SHOWN ON BRANDY HILLS UNIT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34 PAGES 110 AND 111, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BEING NORTH 55°49'09" EAST (ASSUMED)
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

DESCRIPTION FOR CITY OF PORT ORANGE	Date: APRIL 30, 2024 AA		Certification Number LB2108 70848001
	Job Number: 70848	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288			

SKETCH OF DESCRIPTION



LEGEND & ABBREVIATIONS:

L = LENGTH
R = RADIUS
 Δ = DELTA
CH = CHORD
CB = CHORD BEARING

Drawing No. 70848001
Job No. 70848
Date: APRIL 30, 2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108



Resource Stewardship Division

April 4, 2024

Theresa Brooks, Grants Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**RE: ECHO Grant Award 24-17
City Center Playground Improvements**

Dear Ms. Brooks,

Congratulations! On April 2, 2024 the Volusia County Council approved the ECHO Advisory Committee recommendation of your ECHO Grants-in-Aid award in the amount of \$150,000.00. Attached are the documents you need to complete the award process. The following action steps are required to move toward receiving the Notice to Proceed:

1. Restrictive Covenants – Provide the legal description of the project property to the ECHO office for review and approval. Once approved, complete, duly sign, witness, notarize and record the restrictive covenant with the approved legal description of the project property as a part thereof, with the Volusia County Clerk of the Court and a copy of the filed document needs to be provided to ECHO staff.
2. One Original Letter Contract – Have the appropriate authority sign the document on the line marked “Agency (Grantee) Acknowledgement”. Sign the line marked by a red “X” and only that one place. This document will be processed by ECHO staff. It is the document that allows us to encumber funds specific to your project.

Return signed and recorded documents in one packet to ECHO staff no later than May 1, 2024. Please include your grant number (24-17) in all correspondence.

A Notice to Proceed must be issued prior to the start of your project. Your expeditious processing of the attached documents is critical to continuing the award process.

On behalf of the ECHO staff, I want to once again congratulate you on your grant award. We look forward to working with your organization to ensure the successful completion of this project to realize the goals of the ECHO Program. Please contact me at (386) 943-7081 or dmarsh@volusia.org if you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Marsh", is positioned above the printed name.

Daniel Marsh, ECHO Manager
Resource Stewardship Division

FOR ACCOUNTING USE ONLY

VENDOR CODE: _____

ACCOUNTING PERIOD: _____ BUDGET FY: _____

SCH PAY DATE: _____ CHECK CATEGORY: _____

OFFSET LIABILITY ACCT: _____ SINGLE CHECK: _____

DOCUMENT TOTAL: _____

COUNTY OF VOLUSIA

RESOURCE STEWARDSHIP DIVISION
ECHO GRANTS IN AID LETTER CONTRACT

Issue Date:

Issued By: Community Services Department
Resource Stewardship Division
ECHO Grants-In-Aid
123 West Indiana Ave.
Deland, FL 32720

Issued To Vendor #: POO63070000**Vendor Name: City of Port Orange****Address: 1000 City Center Cir, Port Orange, FL 32129****Phone Number: 386-756-5243**

REQUEST No.	FUND	AGENCY	ORG.	OBJECT	PROGRAM	TOTAL
	160	625	6024	8100	ECHO 24	\$ 150,000.00

Description: To provide grant awards to eligible applicants as described in Resolution 2020-79 for the purpose of acquiring, constructing or restoring environmental learning, cultural, historical/heritage and outdoor recreation facilities through a grant application process.

24-17: Please reference this number on all invoices for payment and correspondence.

Terms: Financial assistance for grant activity will be FY 23-24 (10/1/23 – 9/30/24), FY 24-25 (10/1/24 – 9/30/25), and FY 25-26 (10/1/25 – 09/30/2026)

Funding: Payments will be made to the recipient for reimbursement of eligible expenditures approved by the ECHO program coordinator. Quarterly, the recipient must submit a Quarterly Report and a Reimbursement Request. The County may allow additional reimbursement requests but at a minimum the grantee shall provide one per quarter after the grant is awarded even if the reimbursement request is \$0. The County shall retain 10% of each reimbursement amount until the ECHO project is finished, all reports are complete, and the final permanent ECHO sign is installed.

Use of Funds: Funds must be used as proposed in the grant application submitted and included as part of the Grant Agreement approved by the County Council on 4/2/2024.

Reviewed By _____ Date _____

Department Head _____ Date _____

Purchasing Director _____ Date _____

X _____
Agency Acknowledgement Date _____

RESOLUTION NO. 23-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE MAYOR AND CITY MANAGER TO
SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE
TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT
PROGRAM FOR PLAYGROUND IMPROVEMENTS AT
CITY CENTER PARK; PROVIDING FOR MATCHING FUND
CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia County; and

WHEREAS, the City Council of the City of Port Orange is proposing a playground improvements at City Center Park; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia, Volusia ECHO Grant Program. The grant application is for a playground improvements at City Center Park. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City is committed to a \$205,500.00 cash match contribution.

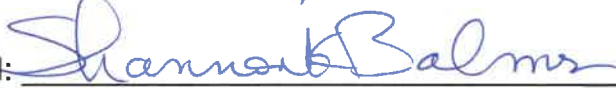
Section 3. This resolution shall become effective immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:


Tracee Cody, Deputy City Clerk

Adopted on the 5 day of December, 2023

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





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B13) Resolution No. 24-16 - Approval to apply for a Volusia ECHO Grant for the South Causeway Park Improvements Project

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-16 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The City of Port Orange is seeking funding from the Volusia County ECHO Grant program for construction improvements to the existing southeast fixed boat launch ramp at Causeway Park, with a floating concrete dock-arrangement which will match the corresponding dock on the northwest side of the park and includes an ADA-accessible floating dock. Additionally, the parking facility and drainage will be renovated for 22 vehicles, including 2 ADA-compliant parking spaces. The new dock will add much needed capacity for users.

The park consists of 30 acres which includes:

- 3 Fishing Piers
- 7 Boat Ramps
- Covered Pavilions
- Picnic Tables and Grills
- Restrooms
- Vehicle and Boat Parking Lot

Boat docking facilities at the south ramp of this park are currently in need of upgrades to meet public demand and provide ADA improvements. Without these upgrades, a significant reduction of use and adequate launching and docking facilities for patrons on this part of the Intra-coastal Waterway could occur. Due to the proximity to Ponce Inlet and Spruce Creek Lagoon, this area is one of the most popular areas on the Halifax River for recreational boating and fishing.

Parks and Recreation is requesting permission to apply for a Volusia ECHO grant for construction improvements to the existing southeast fixed boat launch ramp at Causeway Park.

The total project cost is estimated to be \$1,502,500. The ECHO grant request is for \$600,000 and the city will match at \$902,500. The city has also applied for grant funding from the Florida Inland Navigational District (FIND) which can be used as matching funds for the ECHO grant.



If awarded a Volusia County ECHO Grant, the City would be required to provide Restrictive Covenants with the County that will limit future use of the improved areas for twenty years.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 24-16	Resolution No. 24-16 .pdf
2.	Port Orange South causeway Park	Port Orange South causeway Park Project

	Project DRAFT for Agenda Item 6-5-24	DRAFT for Agenda Item 6-5-24.docx
3.	ECHO Restrictive Covenants	ECHO Restrictive Covenants.pdf

Susan Lovallo	Created/Initiated - 5/16/2024
John McKinney	Approved - 5/29/2024
Susan Lovallo	Approved - 6/3/2024
Junos Reed	Approved - 6/4/2024
John McKinney	Approved - 6/4/2024
Matthew Jones	Approved - 6/6/2024
Wayne Clark	Approved - 6/7/2024
Tracee Cody	Final Approval - 6/7/2024

RESOLUTION NO. 24-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT APPLICATION TO THE COUNTY OF VOLUSIA IN THE AMOUNT OF \$600,000.00 FOR THE SOUTH CAUSEWAY PARK IMPROVEMENTS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY APPLICATIONS, AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the construction The South Causeway Park Improvements Project; and

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

Section 1. The City Council of the City of Port Orange hereby approves the Grant Application for the South Causeway Park Improvements Project in the amount of \$600,000.00.

Section 2. If awarded, the City Council of the City of Port Orange hereby accepts and approves the grant funds from the County of Volusia ECHO Award in the amount of \$600,000.00.

Section 3. The total project cost is \$1,502,500.00. The City is committed to a \$900,000.00 cash match contribution plus a \$2,500.00 cost for required signage not covered by the grant, for a total match of \$902,500.00.

Section 4. The Mayor and City Clerk are authorized to execute any documents and contracts related to the grant application and the acceptance and award of said grant, including but not limited to the Restrictive Covenants.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____, 2024

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



**2024 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION**

**CITY OF PORT ORANGE
SOUTH CAUSEWAY PARK PROJECT**



APPLICANT INFORMATION

1. Applicant (Legal name of organization): **City of Port Orange**

2. Address (mailing): **1000 City Center Circle**

City: **Port Orange**

State: **FL**

Zip Code: **32129**

3. Type of Organization:

☒ Municipal government ☐ Volusia County Government

☐ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: **59-6000412**

Florida Not-for-Profit Corporation Charter # (if applicable): **N/A**

Florida Dept. of Agriculture & Consumer Services Registration # (if applicable):

N/A

5. County Council District of Project: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

6. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ **No**

7. Contact Person:

Name: **Theresa E. Brooks**

Title: **Grants Manager**

Telephone #: **(386) 717-9050**

E-Mail: **tbrooks@port-orange.org**

Provide the Mission Statement for your organization:

City of Port Orange Mission

We are committed to providing the best possible service; we accomplish this promise by ensuring transparency with all we serve.

City of Port Orange Parks and Recreation Mission Statement

We are committed to improving your quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community. To achieve that mission the department provides parks and recreation staff, maintenance, supervision, and administrative staff.

PROJECT INFORMATION

1. Project Title: **City of Port Orange City South Causeway Park Project**
Project Location Address: **93 Dunlawton Avenue,**
City: **Port Orange**
State: **Florida**
Zip Code: **32129**
2. Type of Project:
☐ Renovation ☒ **Restoration** ☒ **New Construction** ☐ Acquisition
3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):
☐ Environmental ☐ Cultural ☐ Historic ☒ **Outdoor Recreation**
4. The Project Site of Facility is (select one):
☐ Owned by Applicant ☒ Leased by Applicant (length of lease): **50 Years**
☐ Land/Project Management Agreement (length of agreement): Length of agreement

NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ **No**

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):

Resolution 2020-79

HIGH QUALITY, USER ORIENTED OUTDOOR RECREATIONAL OPPORTUNITIES FOR PUBLIC USE:

The City of Port Orange continues to exemplify the goals set by ECHO Resolution 2020-79 by providing a quality public location for outdoor recreational opportunities that enhance the quality of life for residents of Volusia County and visitors.

In support of the Volusia County, Florida Sustainability Action Plan goals, the City of Port Orange continues to strive to promote a healthy community *by encouraging local food production, provide for urban open space, improve opportunities for walking and biking, and protect urban tree canopies to provide for the continued health of Volusia County's residents, businesses and visitors.* This effort is realized by providing outdoor recreational opportunities through high-quality user-oriented parks. The City of Port Orange's Strategic Plan includes:

Goal 3: Quality of Life-To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces, and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Objectives:

1. Increase the capacity of parks and recreation facilities to meet City demand.
2. Provide safe recreational opportunities and programs for youth and adults.
3. Provide additional cultural and community events.

The City of Port Orange is seeking funding for construction improvements to the existing southeast fixed boat launch ramp at Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The new dock will add much needed capacity for users.

The park consists of 30 acres which includes:

- 3 Fishing Piers
- 7 Boat Ramps
- Covered Pavilions
- Picnic Tables and Grills
- Restrooms
- Vehicle and Boat Parking Lot

Boat docking facilities at this park are currently not adequate for the public demand, resulting in a significant reduction of use and adequate launching and docking facilities for patrons on this part of the ICW. Due to the proximity to Ponce Inlet and Spruce Creek Lagoon, this area is one of the most popular areas on the Halifax River for recreational boating and fishing. The City considers improving this facility for recreational boating and fishing to be a high priority in accordance with the goals and objectives of the Parks and Recreation's Mission Statement.

The City has seen significant residential growth in this area, specifically in families with young children. As part of the City of Port Orange Parks and Recreation Department's Mission, it has been identified as an opportunity to improve an existing outdoor recreational area to provide an attractive and safe place to enjoy.

ADA accessibility is a strong focus of this project. The City's goal is to create an inclusive facility for boating and fishing regardless of race, gender, or ability.

2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the [ECHO Guidebook](#).

N/A

3. Describe the project and construction timeline:

The City of Port Orange is seeking funding for construction improvements to the existing southeast fixed boat launch ramp at South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The new dock and improvements proposed will increase capacity for all users.

Project Timeline

Date	Component
10/1/2024	Design Complete
10/15/2024	Applicant Approval
11/1/2024	Permitting Complete
11/1/2024	Bidding
1/15/2025	Start Construction
1/15/2026	Complete Construction

4. Describe how the green infrastructure and sustainability standards will be used in the project ([Green Building Standards | US EPA](#)).

Construction of this project will be done in a way to minimize the environmental impact on the area. Where possible green products will be utilized. We will be using marine grade pressure treated lumber for construction and all hardware will be grade #316 stainless steel, which is suitable for marine application.

There is already an existing footprint for the seawall and dockage that will be utilized during construction to avoid any environmental impacts.

Silt fence will be installed to ensure construction activities are contained within the project boundaries. There will be a minimal number of trees taken down to ensure a natural look and avoid unnecessary environmental destruction.

5. Describe how the project will comply with the ADA accessibility requirements:

In accordance with ADA guidelines this project will offer:

The construction improvements to the existing southeast fixed boat launch ramp at South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The new dock and improvements proposed will increase capacity for all users.

6. If applicable, describe any additional phases:
No additional phases are planned.

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
 - **The project Has ben designed and engineered by DMC Engineers and Scientists, 4643 S Clyde Morris Blvd., Port Orange, FL 32129**
 - **Form 1.6 was signed by the Chief Elected Official of Port Orange, Mayor Donald O. Burnette, and the Chief Financial Officer of Port Orange, Finance Director/ Assistant City Manager Jonathon McKinney, 1000 City Center Circle, Port Orange, FL 32129.**
2. List the person/persons who created the budget and describe their experience with this type of project:

The City of Port Orange Parks & Recreation Director, Susan Lovallo, created the section 3.1 budget. Ms. Lovallo has been the Director since 2005 and has extensive experience with budgets relating to outdoor recreation.

3. If a complete list is not available, explain why (include when the project team will be selected):
N/A

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
 - **Susan Lovallo, Parks & Recreation Director:**
 - **Ms. Lovallo will manage the project construction. She has been the Parks & Recreation Director since 2005 and has overseen the construction of the Coraci Sports Complex, the renovations to the All-Children's Park & Playground as well as the creation of Riverwalk Park. It is estimated she will spend 2-3 hours per week focused on the construction project including coordination meetings and onsite inspections.**
 - **Peter Ferrera, Deputy Parks & Recreation Director:**
 - **Mr. Ferrera will oversee the bidding and award of the project. During the construction process, it is estimated he will spend 5 hours per week on the project.**

- **Theresa Brooks, Grants Manager:**
 - Ms. Brooks is a contracted Grants Manager for the City of Port Orange. She is responsible for writing and administration of grants for the City of Port Orange. It is estimated that she will average two hours per work week over the life of the project to coordinate progress reports, gather invoices and checks, and attend project manager meetings.

<u>Project Staff</u>	<u>Project Responsibilities</u>	<u>Time Dedicated to Project (Per Week)</u>
Susan Lovallo, Parks, and Recreation Director	Project Management	2%
Peter Ferrera, Deputy Parks & Recreation Director	Bidding and Awarding Construction Process	5%
Theresa E. Brooks, Grants Manager	Grant Reports and Reimbursements	2%

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:

Goals for The South Causeway Park Improvements Project:

GOAL 1: IMPROVE THE EXISTING FACILITIES.

Objectives:

1. Boat docking facilities at this park are currently not adequate for the public demand, resulting in a significant reduction of use and adequate launching and docking facilities for patrons on this part of the ICW. Due to the proximity to Ponce Inlet and Spruce Creek Lagoon, this area is one of the most popular areas on the Halifax River for recreational boating and fishing. The City considers improving this facility for recreational boating and fishing to be a high priority in accordance with the goals and objectives of the Parks and Recreation's Mission Statement.
2. The City of Port Orange proposes to construct improvements to the existing southeast fixed boat launch ramp at South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The project will increase capacity and use of the facility and be a welcome addition to the experience visitors and residents want.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

Objective:

1. Improvements in the South Causeway Park through the construction of a new dock , added parking, and additional stormwater improvements will provide the opportunity to increase public awareness of the available free public amenities offered by the City of Port Orange.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

Objective:

- By providing a quality park system with updated and safe amenities and equipment for public use, the City of Port Orange demonstrates the ongoing commitment to residents and visitors that the safety and well-being of the community is a high priority.
1. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:

GOAL 1: IMPROVE THE FACILITIES AT SOUTH CAUSEWAY PARK

- This goal will be measured by providing an improved experience through the construction of new dock, parking, and stormwater management for children and adults that are ADA-compliant and easy to access. This will increase the much needed capacity at the park.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

- This goal will be measured by increasing public awareness of the available free public amenities and tracking through City and expanded partner websites, newsletters, posters, flyers, emails, and other social media sources such as Facebook and newspapers.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

- This goal will be measured by providing a safe and well-maintained park system that will cultivate a feeling of community pride that can generate lower instances of vandalism and crime. The effectiveness of public safety and security inside the park will be tracked by monitoring the user numbers based on scheduled events, lack of injury reports, and verbal and written survey comments. The City of Port Orange Police Department as well as the Parks and Recreation Staff will continue to

provide active patrol of all City of Port Orange Park facilities, including The South Causeway Park.

- The Parks and Recreation Department will track and measure goals and objectives during the restrictive covenant period and beyond by the following:
- User numbers for registered programs and events at the park are tracked by Parks and Recreation Staff.
- The City of Port Orange Police Department will provide patrol of the area along with annual public safety reports.
- Ongoing Park maintenance inspection and reports for the park facilities and amenities.
- Estimated count of public users of playgrounds and amenities will be made by Parks and Recreation staff through observation during ongoing park maintenance inspections and measuring marketing and public awareness by tracking social media posts and activity, email lists, and website traffic.

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):

a. Standard Grant Request (up to \$600,000.00)	\$ 600,000
b. Exceptional Grant Request (up to \$2,500,000.00)	\$ 0
c. Confirmed Match Funds	\$ 902,500
d. Total Project Cost (ECHO + Match)	\$ 1,502,500
2. Mandatory Workshop attended by: **Theresa Brooks, Kelly Crane, Barbara Storz, Sondra Henderson, Caryn Miller.**
Date of Workshop: **April 25, 2024**

3. List any prior year grants received from ECHO (include year, project name and amount of grant):

The City of Port Orange has been fortunate to have received 10 ECHO Standard Grant Awards in prior grant cycles.

Year	Project	Number	Award
2004	Amphitheater Pavilion Phase 4	04-15	\$420,000.00
2007	Coraci Athletic Field-Phase I	07-03	\$500,000.00
2008	All Children's Park Playground/Dawnview Square Dog Park	08-06	\$175,000.00
2009	Coraci Athletic Fields-Phase II	09-04	\$250,000.00
2012	All Children's Playground-Phase II	12-01	\$125,000.00
2014	Coraci Athletic Field-Phase III	14-06	\$195,877.00
2015	Port Orange Train Depot Acquisition	15-09	\$73,225.00
2015	Riverwalk Park-Phase I	15-10	\$399,500.00
2019	REC Center-Phase I	19-11	\$398,232.00
2020	Airport Road Park Playground	20-09	\$190,952.05
2022	REC Center-Phase II	20-10	\$400,000.00
2023	City Center Playground	24-17	\$150,000.00

BUDGET INFORMATION

1. A complete project budget must be submitted in the format provided by the county. Budget must be accurate and realistic (projects will be implemented within the budget set at the time of application).
2. The budget should be presented by each type of funding:
 - a. UC = Unencumbered Cash
 - b. LM = Land Match
 - c. IK = In-kind
 - d. PSC = Previously Spent Cash
3. The budget must include temporary and permanent ECHO signage (signs may not be funded with ECHO funding).

BUDGET DETAIL CHART							
Construction Phase Expenditures <i>Add rows as needed</i>	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
Construction:	1,500,000				900,000	600,000	1,500,000
Boat ramp and docks							
Signage:	2,500.00				2,500.00		2,500.00
Educational Signage							
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	1,502,500				902,500	600,000	1,502,500

MATCH DOCUMENTATION

1. All documentation for the match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?

☒ **Yes**

☐ No

△ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from*

the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.

△ Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees, and membership. Include a detailed maintenance and replacement plan for the 20-year compliance period:

According to Volusia County's Comprehensive Plan, Chapter 11 Coastal Management Element, Objective 11.7 states that public services and facilities shall be adequate and available to serve both current and future residents. Additionally, policy 11.7.1 states the land development regulations shall ensure that the provision of roads, potable water, sanitary sewer, drainage, recreation, mass transit, and solid waste facilities and services required to maintain the adopted Level of Service standards shall be consistent and phased with the level of development proposed in the Future Land Use Element. The ICW is centrally located along the Halifax River in Volusia County. It is widely recognized as a strategic asset for the City of Port Orange and important to the citizens of most of east Volusia County for recreational purposes. In addition, its proximity to Ponce Inlet and Spruce Creek lagoon makes it a popular spot for boating and site fishing. The current facilities are not adequate for the demand that exists from the public. The proposed improvements are necessary to meet the high levels of demand to use this park.

The City of Port Orange is a Municipal Government. The City of Port Orange Parks & Recreation annual budget includes the operational expenses for the South Causeway Park renovation and improvements. The park is maintained by City Staff and no additional costs will be incurred for this project. The maintenance assignments for the new project will be distributed to existing staff to cover the new amenities for the park in the maintenance schedule.

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:

Business Plan: South Causeway Park Improvements Project

Vision: To offer a high-quality, user-oriented outdoor recreational opportunity.

Business Model: The City of Port Orange is a local governmental agency and funding is provided through different fees collected from residents. These include ad valorem taxes, impact fees, and other fees collected for City services.

Objective:

The objective of the construction of the South Causeway Improvements Project is to provide a safe and high-quality, user-oriented outdoor recreational opportunity for public use that is in line with the ECHO program standards.

Strategies:

With the planned upgrades to the existing park experience, the City of Port Orange plans to create another safe and unique opportunity at the South Causeway Park that continues to spark the imagination and builds an interest in staying physically active while having fun. The upgrades will fit the needs of different aged children and their families.

Action Plan:

- **June 22, 2021:** A City Council Workshop was open to the public and presented the Capital Improvement Program (CIP) to include the Project.
- **August 2021:** A City Council Meeting was open to the public and presented the CIP to include the improvements.
- **December 5, 2023:** Resolution 24-____ was approved by the City Council at a City Council Meeting that was open to the public. This Resolution approved submitting an ECHO grant application for the project as well as committing to \$900,000 in match and providing an effective date.
- Upon award of the ECHO grant and Notice to Proceed, contract will be released and awarded.
- **July 1, 2025:** Complete construction according to budget and timeline.

Feasibility Evaluation: South Causeway Park Improvements Project

Services:

- The South Causeway Park boat ramp and dock facilities are very popular with residents of southeast Volusia County as well as other areas due to the park's central location and convenient access from I-95 and I-4. The addition of a new dock as well as additional parking and drainage improvements will meet the current demand for more capacity. No fees are charged to use the parks and residents from the surrounding counties of Brevard and Flagler frequently use the park due to its reputation as a productive fishing spot.
- The improvements will encourage people of all ages to maintain active lifestyles and enjoy outdoor recreation with a place they can gather, fish, and hold special events of their own while enjoying the rest the park has to offer.

Personnel:

- A thorough analysis of the funds necessary to operate and maintain this facility after completion has been reviewed and will not result in an increase in operational expenses.

Timeline:

- Upon award of the ECHO grant and Notice to Proceed, a design-build bid will be released and awarded.
- The project will be completed and open to the public **July 1, 2025**.

Recommendation:

- The South Causeway Park Improvements Project is considered an imperative project in the City's Capital Improvement Program. Residents and the City Council are supportive of the project and see the positive benefit it will have on residents and visitors alike.

Marketing Plan: The South Causeway Park Improvements Project

Marketing Overview:

- The City of Port Orange and the Parks and Recreation Department have a strong marketing presence and continually evaluate the best practices to reach target audiences. Targeted marketing to the press and public is essential to make residents and visitors aware of the South Causeway Park South boat ramp and dock facilities.

Strategies:

- **Social Media:** The City of Port Orange and the Parks and Recreation Department are very in tune with the trends in communication and marketing through social media. The City of Port Orange has a full-time Public Information Officer (PIO) that markets the city including a City Hall Facebook page, website, YouTube channel, and press releases. The City of Port Orange has 11,000 followers. The Parks and Recreation has a separate Facebook page with over 14,000 followers. These pages are utilized for market events as well as provide any updates to residents. The Parks and Recreation Department also creates videos for the City of Port Orange Government Television (POGTV). YouTube videos are extremely popular and allow viewers a visual perspective of any facilities or programs offered.
- **Local Media:** Both the PIO and the Parks and Recreation staff work closely with local media including the Port Orange Observer and Daytona Beach News Journal. Events and new offerings provided via press releases to these media outlets to reach a wide target audience.
- **Partner Organizations:** The Port Orange-South Daytona Chamber of Commerce has a large following through social media, newsletters, and their website and understands the important impact recreational opportunities have on attracting businesses to the area.
- **Collateral:** Traditional collateral is still a popular and effective means of marketing. This includes brochures, rack cards, and flyers that can be distributed via mail, email, or placed on racks for easy accessibility to those without internet access. The flyer information can be uploaded to websites and placed on social media platforms.

FISCAL STABILITY

1. BUSINESS INFORMATION (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	471,108	528,583	408,000	
County Grants (other than ECHO)				
Grants (Non-County)	56,500	168,500	0	
Cash Donations				
TOTALS				
Administrative Costs	518,813	507,039	130,969	
Program Costs	1,381,247	1,497,243	1,778,387	
Educational Outreach Programs				
Contractor Services (for this project)				
Marketing & Advertising				
Payroll Total Expense	2,455,298	3,093,436	3,765,175	
TOTAL				
Not-for-Profit				
Endowments				
TOTALS				
Number of Full-time Employees	32	44	44	
Number of Part-time Employees	28	36	36	
Volunteer Hours				
Value of Volunteer Hours (@ /hr.)				
TOTALS				

2. Has this organization defaulted on any grant in the past five years?

☐ Yes ☒ **No**

If yes, please explain:

N/A

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

The following information is included in the supplemental information attached:

- County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.

<https://www.port-orange.org/Archive.aspx?ADID=2409>

The link should include the following documents:

- A Management Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - A Response Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - An Opinion Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.

- a. Additional supporting documents for Not-for-Profit organizations:
 - i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
 - ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
 - iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
 - iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

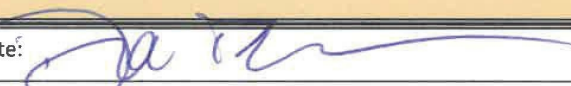
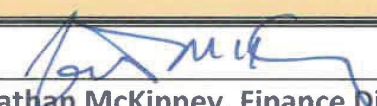
1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
 - b. Current drawings and/or excavation plans for the facility.
 - a. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
 - a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
 - b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and “North” for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
 - a. Site Survey
 - b. Trees and topography
 - c. Civil drawing
 - d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
 - a. A general model of floor/site plans, showing the location of project elements.
 - b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).
6. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
 - a. Outdoor trails, parks, sports facilities, and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
 - b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
 - c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.
7. Permanent ECHO Sign documents should include site design, materials, and site placemen



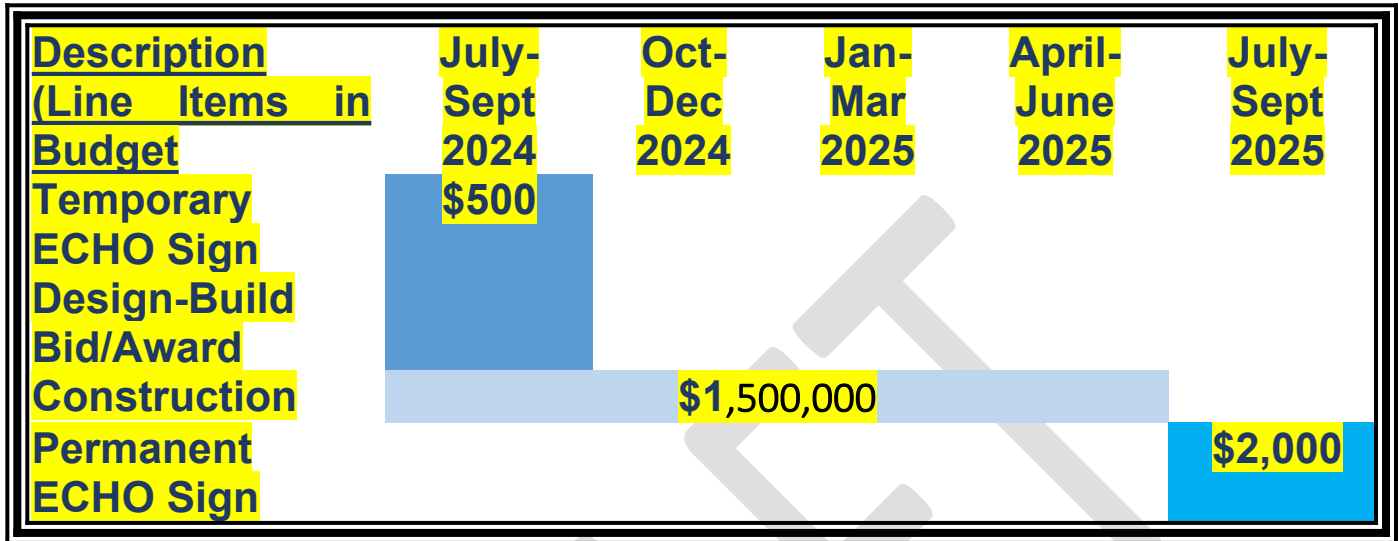
ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY	
Signature/Date:	
Printed Name:	Donald O. Burnette, Mayor
Phone #:	386 506-5501
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT	
Signature/Date:	
Printed Name:	Donald O. Burnette, Mayor
Phone #:	386 506-5501
CHIEF FINANCIAL OFFICER FOR THE APPLICANT	
Signature/Date:	
Printed Name:	Jonathan McKinney, Finance Director
Phone #:	386 506-5503
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS	
Signature/Date:	
Printed Name:	
Phone #:	
Executive Board or Board of Directors reviewed and approved this application on (date):	

PROJECT/CONSTRUCTION TIMELINE CHART



Attachment Checklist: Please check your application before submitting.

The following items/documentation **must** be included with your application, or your application **will not** be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

APPLICANT

- ☒ ECHO Application, completed and signed.
- ☒ Mission Statement for Organization
- ☒ Proof of ownership or copy of lease.
- ☒ Restrictive Covenants or Statement agreeing to follow this requirement
- ☒ Project Budget Detail Chart
- ☒ Official Documentation of Match
- ☒ Business Plan
- ☒ Feasibility Study
- ☒ Marketing Plan
- ☒ Fiscal Stability Chart
- ☒ Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☒ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3) **N/A**
- ☒ Completed and signed Drawings—Project is a Design/Build
- ☒ Street Locator Map
- ☒ Site Plan
- ☒ Preliminary & Schematic Drawings
- ☒ Design & Development Documents **N/A**
- ☒ Construction Documents
- ☒ Permanent ECHO Sign Documents
- ☒ Certification of Information and Compliance
- ☒ Project/Construction Timeline Chart
- ☐ Other

Restrictive Covenants

THESE COVENANTS are entered into this _____ day of _____, 2024, by the City of Port Orange. *Hereinafter referred to as "the Owner"* and City of Port Orange, *hereinafter referred to as "the Grantee/Lessee"* and shall be effective for a period of 20 years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located at Port Orange, Florida, 32129, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, Florida 32720, *hereinafter referred to as "the County"*, in the amount of \$xxx,xxx, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. 24-xx. This includes the requirement to maintain public access for the project for a period of twenty (20) years from the date of recording this restrictive covenant.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of 20 years from the date of recordation, and that if the restrictions are violated within the 20 year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to the return of the entire grant amount, less the quotient of two (2) divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the violation occurs after the thirteenth (13th) anniversary of the effective date of these covenants but prior to the fourteenth (14th) anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated xx/xx/2024. To insure the ability to repay the grant, the Owner and

Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

OWNER:

GRANTEE:

Sign

Sign

Witness: _____
Sign

Print

Witness: _____
Sign

Print

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ who is [] personally known to me, or [] who has produced a _____ driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B14) Resolution No. 24-17 - Approval to apply for a Volusia ECHO Grant Application for City Center Improvements Phase I Project

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-17 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Parks and Recreation is requesting permission to apply for a Volusia ECHO grant to improve City Center Park by constructing a new pavilion and restroom facilities. By adding this pavilion with more ADA-accessible elements, the park will attract additional residents. The proposed construction of a large pavilion with picnic tables will take place where the North Playground is currently. Improving this area will offer a gathering place, dining, and event space to the playgrounds, which will enhance the value of the park to residents and visitors. The request from ECHO will be for a \$280,000 match. An additional budgeted amount of \$2,500 is required for ECHO signage which brings the total project cost to \$562,500.00.



If awarded a Volusia County ECHO Grant, the City would be required to provide Restrictive Covenants to the County that will limit future use of the improved areas for twenty years.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 24-17	Resolution No. 24-17.pdf
2.	City Center Improvements Phase I Application DRAFT for Agenda Item 6-5-24	City Center Improvements Phase I Application DRAFT for Agenda Item 6-5-24.docx
3.	ECHO Restrictive Covenants	ECHO Restrictive Covenants.pdf

John McKinney	Created/Initiated - 5/29/2024
Susan Lovallo	Approved - 6/5/2024
John McKinney	Approved - 6/6/2024
Matthew Jones	Approved - 6/6/2024
Wayne Clark	Approved - 6/7/2024
Tracee Cody	Final Approval - 6/7/2024

RESOLUTION NO. 24-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT APPLICATION TO THE COUNTY OF VOLUSIA IN THE AMOUNT OF \$280,000.00 FOR THE CITY CENTER IMPROVEMENTS PHASE I AT CITY CENTER PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY APPLICATIONS, AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the construction of a new Pavilion and Restroom Facilities at City Center Park; and

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

Section 1. The City Council of the City of Port Orange hereby approves the Grant Application for the construction of a new Pavilion and Restroom Facilities at City Center Park Project in the amount of \$280,000.00.

Section 2. If awarded, the City Council of the City of Port Orange hereby accepts and approves the grant funds from the County of Volusia ECHO Award in the amount of \$280,000.00.

Section 3. The total project cost is \$562,500.00. The City is committed to a \$280,000.00 cash match contribution plus a \$2,500.00 cost for required signage not covered by the grant, for a total match of \$282,500.00.

Section 4. The Mayor and City Clerk are authorized to execute any documents and contracts related to the grant application and the acceptance and award of said grant, including but not limited to the Restrictive Covenants.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____, 2024

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



**2024 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION**

**CITY OF PORT ORANGE
CITY CENTER IMPROVEMENTS PHASE I PROJECT**



APPLICANT INFORMATION

1. Applicant (Legal name of organization): **City of Port Orange**

2. Address (mailing): **1000 City Center Circle**

City: **Port Orange**

State: **FL**

Zip Code: **32129**

3. Type of Organization:

☒ Municipal government ☐ Volusia County Government

☐ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: **59-6000412**

Florida Not-for-Profit Corporation Charter # (if applicable): **N/A**

Florida Dept. of Agriculture & Consumer Services Registration # (if applicable):

N/A

5. County Council District of Project: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

6. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ **No**

7. Contact Person:

Name: **Theresa E. Brooks**

Title: **Grants Manager**

Telephone #: **(386) 717-9050**

E-Mail: **tbrooks@port-orange.org**

Provide the Mission Statement for your organization:

City of Port Orange Mission

We are committed to providing the best possible service; we accomplish this promise by ensuring transparency with all we serve.

City of Port Orange Parks and Recreation Mission Statement

We are committed to improving your quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community. To achieve that mission the department provides parks and recreation staff, maintenance, supervision, and administrative staff.

PROJECT INFORMATION

1. Project Title: **City Center Improvements Ph I**
Project Location Address: **4625 City Center Drive**
City: **Port Orange**
State: **Florida**
Zip Code: **32129**
 2. Type of Project:
☐ Renovation ☐ Restoration ☒ **New Construction** ☐ Acquisition
 3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):
☐ Environmental ☐ Cultural ☐ Historic ☒ **Outdoor Recreation**
 4. The Project Site of Facility is (select one):
☒ **Owned by Applicant** ☐ Leased by Applicant (length of lease): Length of lease
☐ Land/Project Management Agreement (length of agreement): Length of agreement
- NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE**
5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ **No**

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):

Resolution 2020-79

HIGH QUALITY, USER ORIENTED OUTDOOR RECREATIONAL OPPORTUNITIES FOR PUBLIC USE:

The City of Port Orange continues to exemplify the goals set by ECHO Resolution 2020-79 by providing a quality public location for outdoor recreational opportunities that enhance the quality of life for residents of Volusia County and visitors.

In support of the Volusia County, Florida Sustainability Action Plan goals, the City of Port Orange continues to strive to promote a healthy community *by encouraging local food production, provide for urban open space, improve opportunities for walking and biking, and protect urban tree canopies to provide for the continued health of Volusia County's residents, businesses and visitors.* This effort is realized by providing outdoor recreational opportunities through high-quality user-oriented parks. The City of Port Orange's Strategic Plan includes:

Goal 3: Quality of Life-To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces, and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Objectives:

1. Increase the capacity of parks and recreation facilities to meet City demand.
2. Provide safe recreational opportunities and programs for youth and adults.
3. Provide additional cultural and community events.

The City Center Improvements Phase I Project will include adding a large covered pavilion and restroom facilities with amenities such as picnic tables and grills, meeting the City of Port Orange's objectives of increasing parks and recreational facilities, providing safe recreational opportunities and programs

for youth and adults, and adding an enhanced space for additional cultural and community events.

The City Center Improvements Phase I will be in the City Center Sports Complex which is in the heart of Port Orange. The City Center Municipal Complex is a beautiful 50-acre community park located at 1000 City Center Circle in Port Orange. The area includes a half-mile walking trail around the lake, City Hall, Fitness Trail, Port Orange Recreation Center, Kenneth W. Parker Amphitheater, Lakeside Community Center, Library, Skate Park, Sports Complex, and Veterans Park. The City Center Complex hosts a variety of annual outdoor community events year-round and offers spaces for private rentals. The Complex is rated by residents and visitors as #4 out of 23 things to do in Port Orange by TripAdvisor, receiving 83 excellent or very good reviews out of 87 reviews.

The installation of a new pavilion and restroom facilities will be a welcome improvement and will positively affect the community. Safety is one important benefit. The American Planning Association, the largest membership organization of professional planners and planning resources, credits lower crime rates in communities that have city parks.

Improving the City Center Complex by the addition of the proposed pavilion and restroom facilities as Phase I of additionally planned improvements, has the potential to bring people together and form social ties that can produce stronger, safer neighborhoods that offer positive environmental, economic, and healthy recreational benefits to residents and visitors of all ages including:

- Multiple studies conducted through the National Recreation and Park Association concluded that *“Making sure that all people have access to parks and outdoor programming is a critical way to increase these positive effects on health and quality of life for your community.”*
- The trees in this protected green space help with the air pollution from cars by providing oxygen while using carbon dioxide to create food, taking it out of the atmosphere and helping to reduce climate change.
- A known essential for child development is play. The City of Port Orange strives to provide another safe environment in City Center Park with the addition of the pavilion and restroom facilities. The playground that was installed last year encourages physical activity in a safe outdoor environment designed to provide multisensory experiences. The pavilion and restroom facilities addition will allow families to enjoy this park providing opportunities for every visitor to have a successful experience, regardless of age and ability.
- Quality green spaces with nature and play amenities offered to the public can reduce stress which can lead to improved physical and

mental health for users in the community.

The inclusive pavilion and restroom facilities design will intentionally provide opportunities for every visitor to have a successful experience, regardless of age and ability. Community parks offer outdoor space for residents and visitors of all backgrounds and socioeconomic statuses. Our parks and amenities are free, offering outdoor activities that will not break the budget. The pavilion will add space for picnics, grills and an overall environment that families will enjoy while using the adjacent playground and other facilities. The proposed restroom facilities location will be close to the playgrounds and pavilion. As the Recreation Department's Mission, it has been identified as an opportunity to improve an existing outdoor recreational area to provide an attractive and safe place to enjoy.

The City Center Complex currently consists of 2 play areas.

- Parks and Recreation of Port Orange identified the need for an area in City Center Park for families and friends to gather for picnics and the need for restroom facilities near that location was also identified. Construction of a large pavilion with picnic tables will take place where the North Playground is currently. Improving this area by adding the pavilion and restroom facilities to the park will offer a gathering place, dining, and event space to the playground, which will enhance the value of this amenity to residents and visitors. Even on the hottest Florida afternoon, the shade provided by the pavilion will allow visitors to enjoy the park and offer shelter from a surprise rain shower. No matter rain or shine the pavilion will allow for a shady or dry spot to enjoy the outdoors or host an event at the park. The proposed improvements are a design/build project which saves money and time allowing for the playground to be open to the public quickly. Picnic pavilions as well as restroom facilities are available in other Port Orange parks and are in high demand. Pavilions are reserved through Port Orange Parks and Recreation for a fee. Pavilions not reserved are available to the public on a first come, first served basis.
- ADA accessibility is a strong focus of this project. The City's goal is to create an inclusive gathering place, dining, and event space regardless of race, gender, or ability.

2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the [ECHO Guidebook](#).

N/A

3. Describe the project and construction timeline:

The City of Port Orange is requesting grant funding to construct a new large pavilion and restroom facilities as Phase I of other anticipated improvements in the future. The goal for these improvements to City Center Park will upgrade and improve the existing amenities in the complex for public use.

- **The North Playground will be improved by adding a pavilion on a concrete pad with multiple picnic tables and grills. In addition, restroom facilities will also be constructed nearby increasing the experience for users.**
- **Adding these improvements will make the park amenities safer and attract additional residents and visitors.**

The City Center Complex already has a permanent ECHO sign on the building next to the South playground in the immediate area adjacent to the new proposed pavilion and restroom facilities, which will not require an additional sign for the pavilion to be placed in the area. However, a new sign will be placed where the restroom facilities will be located.

4. Describe how the green infrastructure and sustainability standards will be used in the project ([Green Building Standards | US EPA](#)).

The equipment selected for the improvements will be eco-friendly, made from recycled materials, are non-toxic, and comply with the Consumer Product Safety Commission's Guidelines. The project team has reviewed environmentally friendly equipment to decrease any negative environmental impacts. The utilization of pavilion equipment that has a reduced carbon footprint is a very important factor. Many manufacturers measure the effect on the climate in terms of the amount of greenhouse gases produced in the structure manufacturing process by measuring units of carbon dioxide. Utilizing recycled content such as steel, aluminum, rubber, and plastic while manufacturing the equipment will reduce the impact on the environment.

The city strives to reduce the environmental impact of our park equipment by utilizing the most energy-efficient processes when possible. Structures built with recycled plastic do not rust, rot, or splinter like wood, chip or flake

like painted posts and boards, and are graffiti resistant. The equipment will last for decades and can be recycled again if the City chooses to replace it in the future.

5. Describe how the project will comply with the ADA accessibility requirements:

In accordance with ADA guidelines the new pavilion and restroom facilities will offer:

- an accessible path from the building or parking lot to the proposed pavilion and restroom facilities area.
 - Picnic tables and restroom facilities will be ADA-compliant and safe for those with physical disabilities, who can access the area by either moving out of their mobility device onto the picnic tables seating, or by direct access to picnic tables while remaining within their mobility device. Direct ADA compliance is a priority for the proposed restroom facilities as well.
6. If applicable, describe any additional phases:
No additional phases are planned at this time. However, as funding comes available, additional improvement phases are anticipated in future years.

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
 - The project is designed and engineered, and a general contractor was selected and will be awarded a contract as soon as the City receives notice to proceed.
 - Form 1.6 was signed by the Chief Elected Official of Port Orange, Mayor Donald O. Burnette, and the Chief Financial Officer of Port Orange, Finance Director/ Assistant City Manager Jonathon McKinney, 1000 City Center Circle, Port Orange, FL 32129.
2. List the person/persons who created the budget and describe their experience with this type of project:

The City of Port Orange Parks & Recreation Director, Susan Lovallo, created the section 3.1 budget. Ms. Lovallo has been the Director since 2005 and has extensive experience with budgets relating to outdoor recreation.

3. If a complete list is not available, explain why (include when the project team will be selected):

N/A

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
- **Susan Lovallo, Parks & Recreation Director:**
 - Ms. Lovallo will manage the project construction. She has been the Parks & Recreation Director since 2005 and has overseen the construction of the Coraci Sports Complex, the renovations to the All-Children's Park & Playground as well as the creation of Riverwalk Park. It is estimated she will spend 2-3 hours per week focused on the construction project including coordination meetings and onsite inspections.
 - **Peter Ferreira, Deputy Parks & Recreation Director:**
 - Mr. Ferreira will oversee the bidding and award of the project. During the construction process, it is estimated he will spend 5 hours per week on the project.
 - **Theresa Brooks, Grants Manager:**
 - Ms. Brooks is a contracted Grants Manager for the City of Port Orange. She is responsible for writing and administration of grants for the City of Port Orange. It is estimated that she will average two hours per work week over the life of the project to coordinate progress reports, gather invoices and checks, and attend project manager meetings.

<u>Project Staff</u>	<u>Project Responsibilities</u>	<u>Time Dedicated to Project (Per Week)</u>
Susan Lovallo, Parks, and Recreation Director	Project Management	2%
Peter Ferreira, Deputy Parks & Recreation Director	Bidding and Awarding Construction Process	5%
Theresa E. Brooks, Grants Manager	Grant Reports and Reimbursements	2%

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:

Goals for City Center Improvements Phase I:

GOAL 1: Improve City Center Complex

Objectives:

1. The new pavilion equipment and restroom facilities will be designed to make sure they meet all ADA requirements therefore providing additional opportunities for gathering place, dining, and event space near the other amenities in the complex which will enhance the value of these improvements to residents and visitors. Even on the hottest Florida afternoon, the shade provided by the pavilion will allow visitors to enjoy the park and offer shelter from a surprise rain shower.
2. The new pavilion equipment and restroom facilities are ADA-compliant so children and adults of all abilities will be able to enjoy the park.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

Objective:

1. The improvements in the City Center Complex through the construction of a new large pavilion and restroom facilities will provide the opportunity to increase public awareness of the available free public amenities offered by the City of Port Orange.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

Objective:

- By providing a quality park system with updated and safe amenities and equipment for public use, the City of Port Orange demonstrates the ongoing commitment to residents and visitors that the safety and well-being of the community is a high priority.

1. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:

GOAL 1: Improving City Center Complex by constructing a new large pavilion and restroom facilities as the City Center Park Improvements Phase I Project

- This goal will be measured by providing an improved experience through the construction of a large new pavilion and restroom

facilities near the existing playgrounds at the Complex equipped with amenities in the City Center designed to fit the differing abilities and interests of today's children and adults that are ADA-compliant.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

- This goal will be measured by increasing public awareness of the available free public amenities and tracking through City and expanded partner websites, newsletters, posters, flyers, emails, and other social media sources such as Facebook and newspapers.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

- This goal will be measured by providing a safe and well-maintained park system that will cultivate a feeling of community pride that can generate lower instances of vandalism and crime. The effectiveness of public safety and security inside the park will be tracked by monitoring the user numbers based on scheduled events, lack of injury reports, and verbal and written survey comments. The City of Port Orange Police Department as well as the Parks and Recreation Staff will continue to provide active patrol of all City of Port Orange Park facilities, including City Center Complex Park.
- The Parks and Recreation Department will track and measure goals and objectives during the restrictive covenant period and beyond by the following:
 - User numbers for registered programs and events at the park are tracked by Parks and Recreation Staff.
 - The City of Port Orange Police Department will provide patrol of the area along with annual public safety reports.
 - Ongoing Park maintenance inspection and reports for the park facilities and amenities.
 - Estimated count of public users of playgrounds and amenities will be made by Parks and Recreation staff through observation during ongoing park maintenance inspections and measuring marketing and public awareness by tracking social media posts and activity, email lists, and website traffic.

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):

- a. Standard Grant Request (up to \$600,000.00) **\$ 280,000**
- b. Exceptional Grant Request (up to \$2,500,000.00) **\$ 0**
- c. Confirmed Match Funds **\$ 282,500**
- d. Total Project Cost (ECHO + Match) **\$ 562,500**

2. Mandatory Workshop attended by: **Theresa Brooks, Kelly Crane, Barbara Storz, Sondra Henderson, Caryn Miller.**

Date of Workshop: **April 25, 2024**

3. List any prior year grants received from ECHO (include year, project name and amount of grant):

The City of Port Orange has been fortunate to have received 10 ECHO Standard Grant Awards in prior grant cycles.

Year	Project	Number	Award
2004	Amphitheater Pavilion Phase 4	04-15	\$420,000.00
2007	Coraci Athletic Field-Phase I	07-03	\$500,000.00
2008	All Children's Park Playground/Dawnview Square Dog Park	08-06	\$175,000.00
2009	Coraci Athletic Fields-Phase II	09-04	\$250,000.00
2012	All Children's Playground-Phase II	12-01	\$125,000.00
2014	Coraci Athletic Field-Phase III	14-06	\$195,877.00
2015	Port Orange Train Depot Acquisition	15-09	\$73,225.00
2015	Riverwalk Park-Phase I	15-10	\$399,500.00
2019	REC Center-Phase I	19-11	\$398,232.00
2020	Airport Road Park Playground	20-09	\$190,952.05
2022	REC Center-Phase II	20-10	\$400,000.00
2023	City Center Playground	24-17	\$150,000.00

BUDGET INFORMATION

1. A complete project budget must be submitted in the format provided by the county. Budget must be accurate and realistic (projects will be implemented within the budget set at the time of application).
2. The budget should be presented by each type of funding:
 - a. UC = Unencumbered Cash
 - b. LM = Land Match
 - c. IK = In-kind
 - d. PSC = Previously Spent Cash
3. The budget must include temporary and permanent ECHO signage (signs may not be funded with ECHO funding).

BUDGET DETAIL CHART							
Construction Phase Expenditures <i>Add rows as needed</i>	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
Construction:	280,000				280,000	280,000	562,500
Pavilion and bathroom construction and equipment							
Signage:					2,500.00		
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	280,000				282,500	280,000	562,500

MATCH DOCUMENTATION

1. All documentation for the match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?
☒ **Yes** ☐ **No**

△ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the*

applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.

△ Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees, and membership. Include a detailed maintenance and replacement plan for the 20-year compliance period:

The City of Port Orange identified the construction of a large pavilion and restroom facilities at the City Center Complex due to the need identified by staff during its annual evaluation process. The increase in population in the area and the rise in demand for recreational space led to the conclusion that this park's amenity is an essential element to the success of the park. The City of Port Orange Parks and Recreation Department is committed to improving quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community. To achieve that mission the department provides parks and recreation staff, maintenance, supervision, and administrative staff. The monitoring of the depreciation of park equipment by City Staff is ongoing, with the identified needs for repairs or replacements addressed during the city budget and capital improvement process.

On completion of the City Center Improvements Phase I Project the pavilion and restroom facilities will be open to community members and visitors. With the City Center Improvements Phase I location within the City Center Sports Complex, families of baseball, softball, football, and soccer players will use the pavilion and restroom facilities before and after games as well as entertainment for younger siblings not involved in the games. Families can use the pavilion for picnicking or resting between games. Restroom facilities in that area are a necessity identified during the park assessment performed by the Parks and Recreation Department.

The City of Port Orange is a Municipal Government. The City of Port Orange Parks & Recreation annual budget includes the operational expenses for the City Center Complex as a whole. The park is maintained by City Staff and no additional costs will be incurred for this project. The maintenance assignments

for the new project will be distributed to existing staff to cover the new amenities for the park in the maintenance schedule.

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:

Business Plan: City Center Improvements Phase I Project

Vision: To offer a high-quality, user-oriented outdoor recreational opportunity.

Business Model: The City of Port Orange is a local governmental agency and funding is provided through different fees collected from residents. These include ad valorem taxes, impact fees, and other fees collected for City services.

Objective:

The objective of the construction of a large new pavilion and restroom facilities is to provide a safe and high-quality, user-oriented outdoor recreational opportunity for public use that is in line with the ECHO program standards.

Strategies:

With the planned upgrades to the existing park experience, the City of Port Orange plans to create another safe and unique opportunity at the City Center that continues to spark the imagination and builds an interest in staying physically active while having fun. The upgrades will fit the needs of different aged children and their families.

Action Plan:

- June 22, 2021: A City Council Workshop was open to the public and presented the Capital Improvement Program (CIP) to include the City Center Pavilion Construction Project. REMOVE
- August 2021: A City Council Meeting was open to the public and presented the CIP to include the City Center improvements. REMOVE
- May 21, 2024: Resolution 24-____ was approved by the City Council at a City Council Meeting that was open to the public. This Resolution

approved submitting an ECHO grant application for the project as well as committing to \$250,000 in match and providing an effective date.

- Upon award of the ECHO grant and Notice to Proceed, a contract to the selected Contractor will be released and awarded.
- July 1, 2025: Complete construction according to budget and timeline.

Feasibility Evaluation: City Center Improvements Phase I Project

Services:

- The area includes a half-mile walking trail around the lake, City Hall, Fitness Trail, Port Orange Recreation Center, Kenneth W. Parker Amphitheater, Lakeside Community Center, Library, Skate Park, Sports Complex, and Veterans Park. The City Center Complex hosts a variety of annual outdoor community events year-round. The addition of the pavilion and restroom facilities will enhance the experiences visitors and residents have when coming to the Complex.
- The new City Center proposed improvements will encourage people of all ages to maintain active lifestyles and enjoy outdoor recreation with a place where they can gather, dine, and hold special events of their own while enjoying the rest the complex has to offer.

Personnel:

- A thorough analysis of the funds necessary to operate and maintain this facility after completion has been reviewed and will not result in an increase in operational expenses.

Timeline:

- Upon award of the ECHO grant and Notice to Proceed, a design-build bid will be released and awarded.
- The project will be completed and open to the public July 1, 2025.

Recommendation:

- The City Center Improvements Phase I Construction Project is considered an imperative project in the City's Capital Improvement Program. Residents and the City Council are supportive of the project and see the positive benefit it will have on residents and visitors alike.

Marketing Plan: The City Center Improvements Phase I Project

Marketing Overview:

- The City of Port Orange and the Parks and Recreation Department have a strong marketing presence and continually evaluate the best practices to reach target audiences. Targeted marketing to the press and public is essential to make residents and visitors aware of the updated playground at City Center Park.

Strategies:

- **Social Media:** The City of Port Orange and the Parks and Recreation Department are very in tune with the trends in communication and marketing through social media. The City of Port Orange has a full-time Public Information Officer (PIO) that markets the city including a City Hall Facebook page, website, YouTube channel, and press releases. The City of Port Orange has 11,000 followers. The Parks and Recreation has a separate Facebook page with over 14,000 followers. These pages are utilized for market events as well as provide any updates to residents. The Parks and Recreation Department also creates videos for the City of Port Orange Government Television (POGTV). YouTube videos are extremely popular and allow viewers a visual perspective of any facilities or programs offered.
- **Local Media:** Both the PIO and the Parks and Recreation staff work closely with local media including the Port Orange Observer and Daytona Beach News Journal. Events and new offerings provided via press releases to these media outlets to reach a wide target audience.
- **Partner Organizations:** The Port Orange-South Daytona Chamber of Commerce has a large following through social media, newsletters, and their website and understands the important impact recreational opportunities have on attracting businesses to the area.
- **Collateral:** Traditional collateral is still a popular and effective means of marketing. This includes brochures, rack cards, and flyers that can be distributed via mail, email, or placed on racks for easy accessibility to those without internet access. The flyer information can be uploaded to websites and placed on social media platforms.

FISCAL STABILITY

1. BUSINESS INFORMATION (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	471,108	528,583	408,000	408,000
County Grants (other than ECHO)				
Grants (Non-County)	56,500	168,500	0	0
Cash Donations				
TOTALS				
Administrative Costs	518,813	507,039	130,969	134,898
Program Costs	1,381,247	1,497,243	1,778,387	1,831,738
Educational Outreach Programs				
Contractor Services (for this project)				
Marketing & Advertising				
Payroll Total Expense	2,455,298	3,093,436	3,765,175	3,953,433
TOTAL				
Not-for-Profit				
Endowments				
TOTALS				
Number of Full-time Employees	32	44	44	44
Number of Part-time Employees	28	36	36	36
Volunteer Hours				
Value of Volunteer Hours (@ /hr.)				
TOTALS				

2. Has this organization defaulted on any grant in the past five years?

☐ Yes ☒ **No**

If yes, please explain:

N/A

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

The following information is included in the supplemental information attached:

- County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.

<https://www.port-orange.org/Archive.aspx?ADID=2409>

The link should include the following documents:

- A Management Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - A Response Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - An Opinion Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.

- a. Additional supporting documents for Not-for-Profit organizations:
 - i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
 - ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
 - iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
 - iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

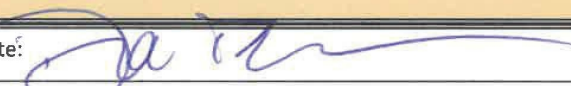
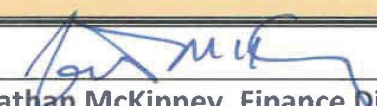
1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
 - b. Current drawings and/or excavation plans for the facility.
 - a. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
 - a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
 - b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
 - a. Site Survey
 - b. Trees and topography
 - c. Civil drawing
 - d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
 - a. A general model of floor/site plans, showing the location of project elements.
 - b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).
6. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
 - a. Outdoor trails, parks, sports facilities, and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
 - b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
 - c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.
7. Permanent ECHO Sign documents should include site design, materials, and site placemen



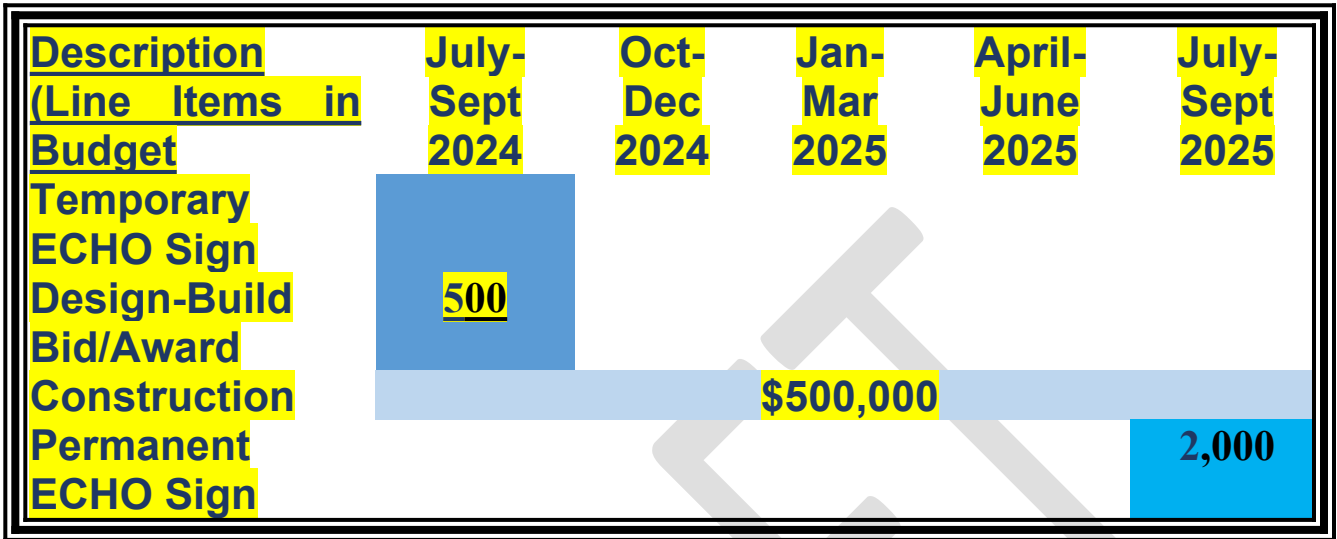
ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY	
Signature/Date:	
Printed Name:	Donald O. Burnette, Mayor
Phone #:	386 506-5501
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT	
Signature/Date:	
Printed Name:	Donald O. Burnette, Mayor
Phone #:	386 506-5501
CHIEF FINANCIAL OFFICER FOR THE APPLICANT	
Signature/Date:	
Printed Name:	Jonathan McKinney, Finance Director
Phone #:	386 506-5503
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS	
Signature/Date:	
Printed Name:	
Phone #:	
Executive Board or Board of Directors reviewed and approved this application on (date):	

PROJECT/CONSTRUCTION TIMELINE CHART



Attachment Checklist: Please check your application before submitting.

The following items/documentation **must** be included with your application, or your application **will not** be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

APPLICANT

- ☒ ECHO Application, completed and signed.
- ☒ Mission Statement for Organization
- ☒ Proof of ownership or copy of lease.
- ☒ Restrictive Covenants or Statement agreeing to follow this requirement
- ☒ Project Budget Detail Chart
- ☒ Official Documentation of Match
- ☒ Business Plan
- ☒ Feasibility Study
- ☒ Marketing Plan
- ☒ Fiscal Stability Chart
- ☒ Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☒ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3) **N/A**
- ☒ Completed and signed Drawings—Project is a Design/Build
- ☒ Street Locator Map
- ☒ Site Plan
- ☒ Preliminary & Schematic Drawings
- ☒ Design & Development Documents **N/A**
- ☒ Construction Documents
- ☒ Permanent ECHO Sign Documents
- ☒ Certification of Information and Compliance
- ☒ Project/Construction Timeline Chart
- ☐ Other

Restrictive Covenants

THESE COVENANTS are entered into this _____ day of _____, 2024, by the City of Port Orange. *Hereinafter referred to as "the Owner"* and City of Port Orange, *hereinafter referred to as "the Grantee/Lessee"* and shall be effective for a period of 20 years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located at Port Orange, Florida, 32129, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, Florida 32720, *hereinafter referred to as "the County"*, in the amount of \$xxx,xxx, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. 24-xx. This includes the requirement to maintain public access for the project for a period of twenty (20) years from the date of recording this restrictive covenant.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of 20 years from the date of recordation, and that if the restrictions are violated within the 20 year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to the return of the entire grant amount, less the quotient of two (2) divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the violation occurs after the thirteenth (13th) anniversary of the effective date of these covenants but prior to the fourteenth (14th) anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated xx/xx/2024. To insure the ability to repay the grant, the Owner and

Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

OWNER:

GRANTEE:

Sign

Sign

Witness: _____
Sign

Print

Witness: _____
Sign

Print

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ who is [☐] personally known to me, or [☐] who has produced a _____ driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B15) Resolution No. 24-18 - Establishing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fees

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-18.

SUMMARY: In November 2023, Council approved Resolution No. 23-26 which updated utility rates, the rate structure, and administration of the fees. These fees were a result of the 2022, Raftelis Financial Consultants, Inc. (Raftelis) rate study regarding the City's water, wastewater, and reclaimed utility rates and other municipal fees. This Resolution enacts year two of four of the proposed fee adjustments based on the study and framework approved in 2023. The 5-year Capital Improvements Plan for utilities is based on this multi-year revenue plan as presented to Council.

City fees are actual pass-through costs for water, sewer, and reclaimed utilities. The fee schedule will produce revenues sufficient to meet the projected expenditure requirements of each utility system and maintain a financial position that is both sustainable and consistent with financial performance criteria established by the City. These rates provide a full cost recovery for our utilities.

With the switch to our new utility billing software and to mitigate future adjustments, multiple property ownership deposit discounts are removed. Required deposits are moved to a non-interest bearing account for safekeeping. In addition, this Resolution incorporates the planned annual increases for our retail and wholesale customers (Daytona Beach Shores and the Town of Ponce Inlet), and development fees as recommended by the Raftelis study through fiscal year 2026-2027.

The recommended annual fee increases will begin on October 1, 2024, for utility customers within Daytona Beach Shores (this schedule is at the Shores' request) and January 1, 2025, for all other utility customers.

The proposed fees will go towards funding the following upcoming notable projects:

- Lift Station Rehabilitation (citywide)
- Effluent Discharge Improvements
- Water Reclamation Treatment Plant Improvements

-
- Septic to Sewer Improvements
 - Ridgewood Ave. / N. Commonwealth Water Main Replacement
 - Wastewater force main replacement across the Halifax River
 - Treatment Plant generator replacement

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 24-18	Resolution No. 24-18.pdf
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John McKinney	Created/Initiated - 6/6/2024
Steve Parnell	Approved - 6/7/2024
Matthew Jones	Approved - 6/11/2024
Wayne Clark	Approved - 6/11/2024
Tracee Cody	Final Approval - 6/13/2024

RESOLUTION NO. 24-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING UTILITY SERVICE FEES, RATES AND CHARGES AND REVISED PROCESSES, ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council commissioned a utility rate study performed by Raftelis Financial Consultants, Inc. and has determined, based on that study, that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's utility systems.

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

Section 1. Adoption of Utility Fee Schedule

The City Council of the City of Port Orange, Florida hereby adopts the following utility fee schedule.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service

The following Development Fees Schedule set forth in this section shall become effective April 1 of the year as stated below.

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	
Effective April 1, 2024	\$1,545.00

Sewer Service Development Fee	
Effective April 1, 2024	\$1,674.00
Effective April 1, 2025	\$1,808.00
Effective April 1, 2026	\$1,942.00
Effective April 1, 2027	\$2,076.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	
Effective April 1, 2024	\$618.00

Sewer Service Development Fee	
Effective April 1, 2024	\$669.60
Effective April 1, 2025	\$723.20
Effective April 1, 2026	\$776.80
Effective April 1, 2027	\$830.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee		
Effective April 1, 2024 - \$1,545.00 per equivalent living unit plus an amount computed as follows:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$103.67	15
31 & Above	\$ 77.75	30

Sewer Service Development Fee		
Effective April 1, 2024 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$120.53	15
31 & Above	\$ 90.40	30

Sewer Service Development Fee		
Effective April 1, 2025 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$138.39	15
31 & Above	\$103.80	30

B. Outside City Limits

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems) a surcharge of 25% shall be added to the fees set forth in subsection A. 1. above pursuant to s. 180.191, Florida Statutes.
2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A. 2. above pursuant to s. 180. 191, Florida Statutes.
3. For each motel, hotel, commercial or industrial use connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A.3. above pursuant to s. 180. 191, Florida Statutes.

C. City of Daytona Beach Shores: (Treatment Only)

1. For each equivalent living unit connected to the system (including: single-family and multi-family for public or private utility systems):

Sewer Service Development Fee	
Effective April 1, 2024	\$998.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee		
Sewer Development Fee per equivalent living unit set forth in Subsection C.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$66.53	15
31 & Above	\$49.90	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service - Potable & Reclaimed**Connection Charges**

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

Connection Charge		
METER SIZE	POTABLE	RECLAIMED/IRRIGATION
¾ inch	\$ 750.00	\$ 750.00
1 inch	\$1,030.00	\$1,030.00
1 ½ inch	\$1,220.00	\$1,220.00
2 inch	\$1,905.00	\$1,535.00
3 inch or larger	\$525.00 plus actual material and labor	

B. Outside City Limits:

For each connection made to the water system outside of the City limits a surcharge of 25% shall be added to the fees set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,775.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this Section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGESSection 5. Application and Deposits for ServiceA. Primary Utility Meter Deposit

Requests for new utility service shall be processed in accordance with Section 74-33(d) of the Code of Ordinances. The Finance Director shall waive deposits for property owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months.

Upon the City becoming aware that a customer is deceased, the name on the account shall be changed to "Estate of [name of deceased]" and the deposit shall be applied to

the account. For estates where there are multiple owners or tenants listed on the property deed or lease, the deposit may be transferred to a new account in the name of a surviving co-owner or co-tenant, upon request.

In cases of divorce requiring a change of account holder, a new deposit shall be required unless the court instructs otherwise.

All utility deposits will be held in a non-interest-bearing account.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	\$120.00	\$210.00
1 inch	\$240.00	\$420.00
1 1/2 inch	\$360.00	\$630.00
2 inch	\$912.00	\$1,596.00
3 inch	\$1,260.00	\$2,205.00
4 inch	\$1,680.00	\$2,940.00
6 inch	\$4,200.00	\$7,350.00
8 inch	\$5,040.00	\$8,820.00
10 inch	\$7,200.00	\$12,600.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above an additional deposit will be required for an additional reclaimed or potable meter.

ADDITIONAL METER DEPOSIT ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	\$42.00	\$96.00
1 inch	\$84.00	\$192.00
1 1/2 inch	\$126.00	\$288.00
2 inch	\$319.00	\$729.00
3 inch	\$441.00	\$1,008.00
4 inch	\$588.00	\$1,344.00

All utility deposits will be held in a non-interest-bearing account.

- C. Customers who have been processed for disconnection for non-payment two times within a twelve-month period or have a credit history evidencing delinquent payments on their accounts, will be required to pay an additional deposit equal to three (3) months average invoice, averaged over the previous 12 months.
- D. The application for service shall require a valid driver's license or valid government-issued identification card and either proof of ownership or a valid lease agreement. A W-9 is required for all accounts establishing service in a business name. Should an applicant refuse to provide valid identification, the customer will be refused utility service.

- E. The deposits outlined in this Section apply to all residential and commercial property owners and shall be refunded if a change of ownership can be verified. Deposits for residential owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months shall be applied to future utility bills upon request by the residential owner. Deposits for tenant accounts shall be held until the account is closed.

Section 6. Portable Water Meter Charges

- A. Upon receipt of the meter, the customer will pay a \$1,615.00 security deposit plus a hydrant meter charge of \$300.00. Upon return of the meter in good working condition, the individual or firm will receive a refund of \$1,615.00 less any outstanding charges and fees.
- B. All portable meters must be read, or usage reported monthly and charged a standard inside commercial water rate based on the meter size plus a \$30.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read or to email the meter shop a photo of the face of the meter showing the reading and register number.
- C. Under special circumstances that include semi-permanently installed meters, and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to contact the City to request the meter to be read on a monthly basis, the meter shall be returned to the City and the customer shall be required to pay the hydrant meter charge of \$300.00 and any additional outstanding sums in order to renew service.
- D. Any damage to a portable meter will be addressed in accordance with Section 74-36(b) of the Code of Ordinances.
- E. The account holder is responsible for all usage charges regardless of who may have used the water.

Section 7. Account Service Charges

- A. There will be a \$45.00 service charge for a new account for water service where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter. A credit of \$30.00 will be applied for all customers who enroll in automatic bank draft (autopay) and paperless billing.
- B. There will be a \$45.00 service charge for a reconnect to turn-on water where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter.

- C. There will be a \$115.00 service charge for a new account or reconnect requiring unscheduled service after regular business hours as defined in subsection 8.B. below, or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.
- D. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply per service call.
- E. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.
- F. As defined in Section 812.14 of the Florida Statutes or Section 74-40 of the Code of Ordinances, tampering with a utility meter is prohibited. The fine amount for tampering in violation of Section 74-40 shall be three times the amount of the service plus \$115.00.
- G. A delinquent fee of \$45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 8. Extraordinary Service Call Charges

- A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum \$45.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.
- B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 4:30 p.m., Monday through Friday shall require a \$115.00 service charge together with the additional charges set forth in subsection A. of this Section.
- C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance. Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 a.m. to 3:30 p.m.

Section 9. Meter Test Charges

- A. Bench Test
There shall be a \$115.00 service charge for customers requesting a meter bench test for accuracy on a 3/4-inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially

inaccurate shall be construed to mean a deviation greater than two and one-half percent (2-1/2%) from perfect registration.

B. Meter Check – At Service Location

There will be a \$30.00 service charge for a customer ordered meter check after information has been provided regarding consumption. If the reading is found to be in error or the meter is not functioning properly then this charge will not be assessed.

Section 10. Swimming Pool Service Charges

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge may be given for the amount of water used to fill the swimming pool when requested within twelve months of the pool being filled in accordance with Section 2-240 of the Code of Ordinances.

Section 11. Backflow Inspection/Testing Charge

All owners of non-single-family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional in accordance with Section 74-249 of the Code of Ordinances. Certified test results are to be provided to the City immediately thereafter. There shall be a monthly charge of \$3.33 for inspection and testing of each single-family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges

The following minimum charges shall apply for approved taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	\$300.00	\$ N/A
2 inch	430.00	N/A
4 inch	705.00	805.00
6 inch	705.00	805.00
8 inch	705.00	805.00
10 inch	775.00	1,055.00
12 inch	840.00	1,355.00

The above charges do not include jacking and boring, crossing of City streets, related restoration, permitting, and valves and/or related parts. If extenuating circumstances exist, additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges

- A. There shall be a monthly maintenance charge of \$10.00 for each privately owned fire hydrant located within the City limits and outside of public right-of-way or public utility easements.
- B. There shall be a monthly maintenance charge of \$12.50 for each privately owned fire hydrant located outside the City limits and outside of public right-of-way or public utility easements when served by the City's water distribution system.

Section 14. Fire Sprinkler System Charges

- A. Single-Family Residential and Multi-Family Residential
 - 1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution.
 - 2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.
- B. Motel, Hotel, Commercial and Industrial

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.
- C. New Fire Sprinkler Service Installations

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution. The required backflow prevention device shall be charged for annual testing in accordance with Section 11.

D. Monthly Charges for Unmetered Fire Sprinkler Systems

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY
2 inch	\$4.62
3 inch	8.66
4 inch	14.44
6 inch	28.88
8 inch	46.20
10 inch	66.41
12 inch	124.16

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the above charges set forth in subsection D above pursuant to s. 180.191, Florida Statutes.

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 15. Schedule of Monthly Water Charges

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings. If connection is required pursuant to Section 74-31 of the Code of Ordinances, water service is deemed available for use.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be \$10.45 for each unit plus usage billed as follows:
2. Usage:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	\$1.56 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	\$4.10 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	\$5.58 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	\$7.07 per thousand gallons
BLOCK 5	(18,001 + gallons)	\$11.31 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

- 3 Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. or A.2. above pursuant to s. 180.191, Florida Statutes.
 4. Non-connected customers will be charged the minimum monthly charge.
- B. Multi- Family Residential – (Apartment, Condominium, or Time-share Resort using a public or private utility system with Master Meter).
1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$10.45 for each equivalent living unit plus usage billed at \$3.39 per thousand gallons.
 2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.
 3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.
 4. Multi-family residential properties with individual meters shall be billed at the single-family rates established in subsection 15.A.
- C. Campground and Recreational Park including Private Utility Systems
1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$10.45 for each equivalent living unit plus usage billed at \$ 3.39 per thousand gallons.
 2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.
 3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.
- D. Motel, Hotel, Commercial and Industrial (to include water only accounts)
1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	\$10.45

1 inch	\$17.42
1 1/2 inch	\$34.84
2 inch	\$55.74
3 inch	\$104.52
4 inch	\$174.20
6 inch	\$348.40
8 inch	\$557.44
10 inch	\$801.32

In addition to the minimum monthly charge, each account shall be billed for usage at \$3.30 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi- Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$ 10.45 for each unit plus usage billed as follows:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	\$1.56 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	\$4.10 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	\$5.58 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	\$7.07 per thousand gallons
BLOCK 5	(18,001 + gallons)	\$11.31 per thousand gallons

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Town of Ponce Inlet Wholesale Water Rates

The Town of Ponce Inlet shall be charged a minimum rate per month per Master meter, plus usage billed per thousand gallons as follows:

Effective Date	Minimum Rate	Usage (Per Thousand Gallons)
January 1, 2025	\$71.93	\$4.43
January 1, 2026	\$73.91	\$4.55
January 1, 2027	\$75.94	\$4.68

Section 16. Schedule of Monthly Sewer Charges

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit plus usage billed at \$4.86 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of \$13.08. Each customer connected to sewer, but not connected to water shall be billed a monthly charge of \$32.54.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge availability charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential (Apartment, Condominium, or Time-Share Resort using a public or private utility system with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit plus usage billed at \$4.86 per thousand gallons.
3. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.
3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park to include Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each equivalent full time or short-term unit, plus usage billed at \$4.86 per thousand gallons.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.
3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings

with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$4.86 per thousand gallons:

MINIMUM MONTHLY CHARGE:	
3/4" meter	\$13.08
1" meter	\$21.81
1 1/2" meter	\$43.61
2" meter	\$69.78
3" meter	\$130.84
4" meter	\$218.07
6" meter	\$436.14
8" meter	\$697.82
10" meter	\$1,003.12
Non-connected	\$13.08

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi-Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit, plus usage billed at \$4.86 per thousand gallons.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Septic Haulers

Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract with and on behalf of the City of Port Orange. In such instances, charges shall be defined in the contract.

G. City of Daytona Beach Shores Wholesale Sewer Rates

The City of Daytona Beach Shores shall be charged usage per thousand gallons of untreated sewage flow, as follows:

Effective Date	Usage (Per Thousand Gallons)
October 1, 2024	\$4.28
October 1, 2025	\$4.53
October 1, 2026	\$4.79

Section 17. Minimum Billing for Partial Monthly Service

The minimum monthly water and sewer utility charges shall apply to all accounts with service availability. Minimum monthly charges shall be prorated during the initial and final month of service.

Section 18. Voluntary Suspension of Service & Minimum Charges to Vacate Developed Properties

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. In order to prevent unauthorized water usage while a customer is on vacation (for a minimum of three months) the customer may request that the City lock-off the meter at no cost to the customer. The customer will not be required to pay a service charge if a request is received the day prior to the need to resume service.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 19. Reclaimed Water System Charges

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the connection to and use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE:	BLOCK 1	BLOCK 2	BLOCK3
3/4 INCH	0 – 12,000	12,001 – 18,000	18,001+
1 inch	0 – 20,000	20,001 – 30,000	30,001+
1 1/2 inch	0 – 40,000	40,001 – 60,000	60,001+
2 inch	0 – 64,000	64,001 – 96,000	96,001+
3 inch	0 – 120,000	120,001 – 180,000	180,001+
4 inch	0 – 200,000	200,001 – 300,000	300,001+
6 inch	0 – 400,000	400,001 – 600,000	600,001+
8 inch	0 – 640,000	640,001 – 960,000	960,001+
10 inch	0 – 920,000	920,001 – 1,380,000	1,380,001+

1. Inside the City

MINIMUM MONTHLY CHARGE:	
3/4" meter	\$9.51
1" meter	\$15.85
1 1/2" meter	\$31.70
2" meter	\$50.72
3" meter	\$95.10
4" meter	\$158.49
6" meter	\$316.99
8" meter	\$507.18
10" meter	\$729.06

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:	
BLOCK 1	\$0.24 per thousand gallons
BLOCK 2	\$0.42 per thousand gallons
BLOCK 3	\$0.48 per thousand gallons

2. Outside the City

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. INTERRUPTIBLE SERVICE RATE

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or the designee, the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A. of this Section, plus usage billed at \$0.24 per thousand gallons inside the City. Service under this category may be interrupted at any time by the City.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

Section 20. Irrigation/Sprinkler Charges

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the water system of the City based on the meter size and consumption as shown by monthly meter readings. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth.

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE:
3/4" meter	\$10.45
1" meter	\$17.42
1 1/2" meter	\$34.84
2" meter	\$55.74

Usage shall be charged at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential – (Apartment, Condominium, or Time-Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT)	
3/4" meter	\$10.45
1" meter	\$17.42
1 1/2" meter	\$34.84
2" meter	\$55.74
3" meter	\$104.52
4" meter	\$174.20
6" meter	\$348.40
8" meter	\$557.44
10" meter	\$801.32

Usage shall be charged at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE:
3/4 inch	\$10.45
1 inch	\$17.42
1 1/2 inch	\$34.84
2 inch	\$55.74
3 inch	\$104.52
4 inch	\$174.20
6 inch	\$348.40
8 inch	\$557.44
10 inch	\$801.32

In addition to the minimum monthly charge, each account shall be billed for usage at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C. above pursuant to s. 180.191, Florida Statutes.

PART D– MISCELLANEOUS CHARGES AND ADJUSTMENTS

Section 21. Collections Process and Delinquent Charges

- A. Any account that is sent to collections will be charged a collection fee of \$45.00.
- B. Any account that has been processed for a lien or satisfaction of lien will be charged the processing fees charged by Volusia County plus an additional \$45.00 City administration fee.
- C. A delinquent fee of \$45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 22. Account Adjustments

- A. Increases in charges to address under billing resulting solely from the City's error will be applied prospectively only. Credits to customer accounts due to overbilling resulting solely from the City's error will be refunded to the maximum extent required by law.

Section 23. Rate Review

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein. Based on the approved Rate Study presented by Raftelis, rates will increase as follows (Excludes the City of Daytona Beach Shores and Town of Ponce Inlet rates which are specified in Sections 15F and 16G):

Summary of Proposed Retail and Wholesale Rate Adjustments		
Description	2026	2027
Proposed Rate Revenue Adjustments:		
Water System	2.75%	2.75%
Wastewater System	5.75%	5.75%
Reclaimed Water System	4.25%	4.25%
Effective Date of Increase	1-Jan	1-Jan

Section 24. Severability

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 25. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This Resolution shall supersede Resolution No. 95-21 and 23-26.

Section 26. Effective Date

This resolution shall become effective for all bills rendered after January 1, 2025, except for the fees set forth herein with stated effective dates.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2024

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (B16) Resolution No. 24-21 - Authorization to submit State Revolving Funds Loan Application Package to receive funding for the Water Reclamation Facility Filter Resiliency and Emergency Power Upgrades project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure 5 - Fiscal Sustainability 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 24-21.

SUMMARY: The Water Reclamation Facility was originally built in 1965. The most recent treatment upgrades were performed in 1990. The plant is designed to treat an average of 12 million gallons per day (mgd) of sewage. The system serves 80,000 residents in Port Orange, Ponce Inlet, Daytona Beach Shores, Spruce Creek Fly In, and some parcels of unincorporated Volusia County.

The Florida Department of Environmental Protection has modified its requirements for the level of wastewater treatment, disposal quality, and the quality of reclaimed water. While operating within current levels, the new regulations require all treatment plants to meet more stringent levels of treatment by the year 2032. In order for the Port Orange facility to meet these levels, a major upgrade in the treatment process will be required.

In 2023, the City initiated the process to apply for a loan from the State Revolving Funds (SRF) Loan Program for the necessary upgrades to the Water Reclamation Facility. In order to be considered for any SRF program, the City was required to develop a Facility Plan. This plan is a thorough evaluation of the existing condition of the plant and what is required to meet the future needs of the City while meeting all upcoming State of Florida treatment regulations. Mead & Hunt was contracted to perform the evaluation of the treatment plant and provide said facility plan. The plan outlines current and future upgrades required to meet the new regulations with cost estimates. While the City is not obligated to perform all of these upgrades, the facility will be required to meet the new regulations.

In 2023, the Facility Plan was adopted by Resolution No. 23-18. Subsequently, Council approved Resolution No. 23-30, allowing staff to submit a Request for Inclusion in the State Revolving Fund Loan Program for the necessary upgrades to the Water Reclamation Facility. In February 2024, notice was received that the City is scheduled to receive \$15,150,000 in funding from the Florida Department of Environmental Protection Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) for the

Water Reclamation Facility Filter Resiliency and Emergency Power Upgrades project. To receive the funding, the City of Port Orange is required to formally submit a loan application package to the Florida Department of Environmental Protection. The funds will come through the State Revolving Funds (SRF) Loan Program and the loan has a 100% debt forgiveness. This application and loan agreement are the third and final step to receiving the funding.

The project is a wholesale replacement of the plant's primary electrical service entrance from Florida Power & Light, two new natural gas-powered generators, automatic transfer equipment, new power distribution switchgear and plant process equipment variable frequency drive units. The structure housing the equipment will be completely renovated to meet current hurricane wind loads and flood-proof barriers installed to resist flooding and storm surge. The denitrification filters and clearwell lift pumps will be rehabilitated and upgraded to resist the effects of flooding and storm surge. A new, raised, electrical building will house all power distribution and control equipment for the filters and transfer pumps. The old electrical room flooded during Hurricane Ian and led to shutdowns and overflows. The below grade filter gallery will be retrofitted with new, hydraulically actuated valves that can operate indefinitely in a submerged state. This filter gallery historically floods and contributes to overflow and effluent violations. All the filters and pipe gallery will be covered with a hurricane rated structure to protect the equipment and local field control panels.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Resolution No. 24-21	Resolution No. 24-21.pdf
2.	Port Orange CWSRF Loan App DRAFT	Port Orange CWSRF Loan App DRAFT.pdf
3.	Port Orange FSP Certification	Port Orange FSP Certification.pdf
4.	Port Orange Cost and Effectiveness Certification	Port Orange Cost and Effectiveness Certification.pdf
5.	Legal Opinion	Legal Opinion .pdf

Steve Parnell	Created/Initiated - 5/24/2024
Chris Wall	Approved - 5/30/2024
Steve Parnell	Approved - 5/30/2024
John McKinney	Approved - 5/31/2024
Matthew Jones	Approved - 6/10/2024
Wayne Clark	Approved - 6/11/2024
Tracee Cody	Final Approval - 6/11/2024

RESOLUTION NO. 24-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance water reclamation facility (WRF) filter resiliency and emergency power upgrades; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 64041 (WRF Filter Resiliency and Emergency Power Upgrade Project) as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

WHEREAS, the City of Port Orange, Florida has been awarded a \$15,150,000 principal forgiveness loan from the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, in order to receive said loan, the City of Port Orange, Florida, must formally submit a loan application package to the Department of Environmental Protection under the Clean Water State Revolving Fund; and

WHEREAS, as part of the process to receive said loan, the City of Port Orange, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing; and

WHEREAS, the loan will be processed through the State Revolving Funds (SRF) Loan Program and the loan has a 100% principal forgiveness.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Council of the City of Port Orange of the City of Port Orange, Florida hereby authorizes the application for a loan from the FDEP's CWSRF in the amount of \$15,150,000 in order to fund the WRF Filter Resiliency and Emergency Power Upgrade Project.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Council of the City of Port Orange, Florida, hereby designates the City Manager as the authorized representative to execute and submit the loan application and to provide the assurances and commitments required by said loan application.

SECTION 5. The Mayor and City Clerk are hereby authorized to execute the loan agreement which will become a binding obligation in accordance with its terms upon execution by both parties.

SECTION 6. The City Council of the City of Port Orange, Florida, hereby authorizes the City Manager to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to the appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 7. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 8. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 10. This Resolution shall become effective immediately upon its approval.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____, 2024

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Port Orange
Federal Employer Identification Number 59-6000412
DUNS Number LV8ZD1LYF3H4
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Wayne Clark Title City Manager
Telephone 386.506.5501 FAX _____ Email wclark@port-orange.org
Mailing Address 1000 City Center Circle Port Orange, FL 32129
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Steve Parnell Title Public Utilities Director
Telephone 386.506.5761 FAX _____ Email sparnell@port-orange.org
Employer City of Port Orange
Mailing Address 1000 City Center Circle Port Orange, FL 32129
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* n/a).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 FAX _____ Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway, Port Orange, FL 32127
- (5) PROJECT NUMBER (listed on the Department's priority list). 64041
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment # 1*)

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment # 2*) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment # n/a*)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|----------|
| Planning documentation | 05/2024 |
| Engineering work | Complete |
| Certification of site availability | 05/2024 |
| Permit | Complete |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment # n/a*) ☐ Yes ☒ No
- (c) Is this a design/build project? ☒ Yes ☐ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☒ Yes ☐ No
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment # n/a*) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment # 3*).
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No
If “No”, please explain. (*Attachment # n/a*)
- (b) Have any of the contracts been bid? ☐ Yes ☐ No
If “Yes”, indicate which contracts have been bid. (*Attachment # n/a*)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No
If “Yes”, give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If “Yes”, attach a copy of the interlocal agreement. (*Attachment # n/a*)
Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No
If “No”, please explain (*Attachment # n/a*).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 11/2024
- (b) Anticipated completion of all construction contracts. 03/2025
- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # n/a) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 15,150.000
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 40 (years)
- Over how many years would you like to amortize the loan? N/A (years)
- (b) List all revenues that are to be pledged for repayment of this loan. N/A (100% Principal Forgiveness)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? n/a % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No
- If "Yes", please list. (Attachment # n/a)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 4) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #_____*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #n/a_____*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #_5_*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #_6_*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____

(signature)

Wayne Clark, City Manager

(name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

Identify Each Obligation	#1	#2	#3
	The City of Port Orange does not have non-SRF debt related to water/sewer revenues. See attached schedule for current SRF loan debt service.		
Coverage	_____ %	_____ %	_____ %
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2028	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2029	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2030	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2031	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2032	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2033	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2034	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2035	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2036	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2037	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenues (Source)		
Charges for Services	\$28,185,308	\$27,917,783
Permits and Fees	\$2,288,320	\$668,301
(b) Interest Income	(\$779,468)	\$1,259,659
(c) Other Income or Revenue (Identify)		
Miscellaneous Revenue	\$184,075	\$97,624
(d) Total Revenues	\$29,878,235	\$29,943,367
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$17,141,785	\$20,024,174
(f) Net Revenues [(f) = (d) – (e)]	\$12,736,450	\$9,919,193
(g) Debt Service (including any required coverage)	\$0	\$0
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # <u>7,8</u>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # <u>n/a</u>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # <u>n/a</u>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #* 9)

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a) Operating Revenue	<u>\$30,489,000</u>	<u>\$31,403,670</u>	<u>\$32,345,780</u>	<u>\$33,316,154</u>	<u>\$34,315,638</u>
(b) Interest Income	<u>\$130,000</u>	<u>\$133,900</u>	<u>\$137,917</u>	<u>\$142,055</u>	<u>\$146,316</u>
(c) Other Income or Revenue (identify)					
<u>Miscellaneous Revenue</u>	<u>\$25,000</u>	<u>\$25,750</u>	<u>\$26,523</u>	<u>\$27,318</u>	<u>\$28,138</u>
(d) Total Revenues	<u>\$30,644,000</u>	<u>\$31,563,320</u>	<u>\$32,510,220</u>	<u>\$33,485,526</u>	<u>\$34,490,092</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$19,458,614</u>	<u>\$20,042,372</u>	<u>\$20,643,644</u>	<u>\$21,262,953</u>	<u>\$21,900,841</u>
(f) Net Revenues (f = d - e)	<u>\$11,185,386</u>	<u>\$11,520,948</u>	<u>\$11,866,576</u>	<u>\$12,222,573</u>	<u>\$12,589,250</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans					
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$902,571</u>	<u>\$902,571</u>	<u>\$873,512</u>	<u>\$348,346</u>	<u>\$0</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$10,282,815</u>	<u>\$10,618,377</u>	<u>\$10,993,064</u>	<u>\$11,874,227</u>	<u>\$12,589,250</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #</i> <u>10,11</u>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☒ Yes	☐ No

If “No”, please explain. (*Attachment #* n/a)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

**STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S FISCAL SUSTAINABILITY PLAN CERTIFICATION**

Project Sponsor: The City of Port Orange
Project Name: Water Reclamation Facility Filter Resiliency and Emergency Power Upgrades
Project Number: 64041

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Section 603(d)(1)(E) of the FWPCA requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan.

(E) for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection (c)(1), the recipient of a loan shall –

(i) develop and implement a fiscal sustainability plan that includes –

(I) an inventory of critical assets that are a part of the treatment works;

(II) an evaluation of the condition and performance of inventoried assets or asset groupings;

(III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and

(IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or

(ii) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i);

I understand that a fiscal sustainability plan must be developed and implemented for the above referenced project, and certify that the developed plan meets the requirements set forth with Section 603(d)(1)(E) of the FWPCA.

I also certify that this fiscal sustainability plan will be implemented prior to the final loan disbursement.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Wayne Clark, City Manager

Typed Name and Title of the Sponsor's Authorized Representative

Signature of the Sponsor's Authorized Representative

Date

**STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S COST AND EFFECTIVENESS CERTIFICATION
AND WATER/ENERGY CONSERVATION CERTIFICATION**

Project Sponsor: The City of Port Orange
Project Name: Water Reclamation Facility Resiliency and Emergency Power Upgrades
Project Number: 64041

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Sections 602(b)(13)(A) and (B) of the FWPCA requires that the loan recipient:

(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and

(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account –

- (i) the cost of constructing the project or activity;*
- (ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and*
- (iii) the cost of replacing the project or activity;*

We certify that the above referenced project meets the requirements set for in Sections 602(b)(13)(A) and (B) of the FWPCA. We also certify that the documentation justifying this certification will be made available upon request.

We understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Project Authorized Representative

Professional Engineer

Print Name: Wayne Clark

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

June 10, 2024

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: 64041 – City of Port Orange
Water Reclamation Facility (WRF) Filter Resiliency and Emergency Power Upgrade
Project

Dear Ms. Knecht:

I am the Senior Assistant City Attorney for the City of Port Orange, Florida. The City proposes to borrow \$15,150,000 from the Clean Water State Revolving Fund, with 100% principal forgiveness with the award of grant funds from the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) for the purpose of necessary improvements to the existing water reclamation facility, including but not limited to the rehabilitation and resiliency upgrades for the filters and the associated electrical systems and controls, the installation of (2) natural gas powered generators and the construction of a new electrical building. Since 100% of the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (E18) ArtHaus Annual update

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: No motion needed. Presentation only.

SUMMARY: The ArtHaus Director, Cameron Vintson, will provide the Council with an update on their organization and the first year in the REC. This is a requirement of the use agreement.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	ArtHaus Presentation 2024	ArtHaus Presentation 2024.pptx
----	---------------------------	--------------------------------

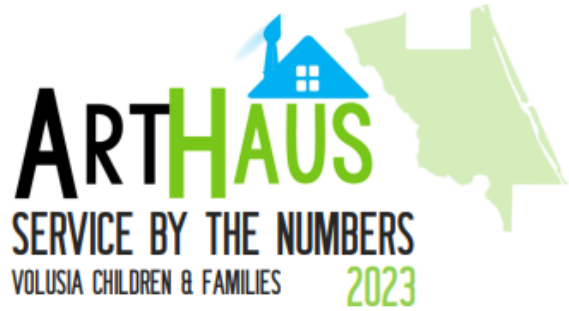
Susan Lovallo	Created/Initiated - 2/6/2024
Susan Lovallo	Approved - 2/6/2024
Wayne Clark	Approved - 5/29/2024
Tracee Cody	Final Approval - 5/29/2024



ARTHAUS

NON-PROFIT OUTREACH & COMMUNITY ARTS
CENTER





62 PUBLIC SCHOOL ART PROGRAMS
104 VOLUSIA COUNTY ART EDUCATORS
16 MUNICIPALITIES
131,457 PEOPLE SERVED THROUGH ARTHAUS PROGRAMS SUCH AS
EXHIBITIONS, LIVE ART COMPETITIONS, KID ZONES, CLASSES, AND CAMPS.



\$16,442

ART SUPPLIES AND EQUIPMENT RAISED FOR
VOLUSIA COUNTY SCHOOLS ART CLASSROOMS

1,130



SERVICE HOURS OF ART LESSONS
PROVIDED THROUGH CAMPS & CLASSES

\$9,545

IN TUITION & SUPPLIES-BASED
ARTHAUS SCHOLARSHIPS



1,564

CHILDREN ATTENDING
ARTHAUS CLASSES & CAMPS



3,942

WORKS OF ART FEATURED IN
ARTHAUS & OUTREACH EXHIBITIONS

3,928

STUDENT ARTISTS FEATURED IN
ARTHAUS & OUTREACH EXHIBITIONS



294

SERVICE HOURS OF ART
THERAPY FOR CHILDREN
WITH AUTISM, AGES 3-5



262

SERVICE HOURS OF ART
THERAPY FOR HOMELESS
CHILDREN, AGES 4-16



389

SERVICE HOURS OF ART
THERAPY FOR AT-RISK
YOUTH, AGES 10-16



\$13,778

IN GRANTS AWARDED TO ARTHAUS
FOR PROGRAM FUNDING.

ARTHA
US 2023
SERVIC
E
NUMBE
RS

ARTHAUS' 2023 PORT ORANGE COMMUNITY IMPACT



- **\$138,520** IN FREE GALLERY ADMISSION
SCHOLARSHIPS

[13,852 GALLERY ATTENDEES IN 2023 @ \$10 EA.]
18]

- **\$18,900** IN OUTREACH ART PROGRAMS
PROGRAMS

[FOR UNDERPRIVILEGED, AT-RISK, & SPECIAL NEEDS YOUTH: 945
AND ADULT
STUDENTS @ \$20/LESSON GALLERY ATTENDEES IN 2023 @ \$10 EA.]
REC.]

- **\$7,250** IN ARTS

[AWARDED TO PORT ORANGE STUDENTS AGES 10-

- **\$23,649** IN FREE COMMUNITY

[CHALK ART COMPETITIONS, FREE YOUTH ART STATIONS
PAINTING CLASSES AT THE PORT ORANGE

ARTHAUS' 2023 PORT ORANGE



ARTHAUS



ARTHAUS' 2023 PORT ORANGE ECONOMIC IMPACT TOURISM

- **EST. \$172,500** IN NON-RESIDENT PORT ORANGE
DINING & SHOPPING

[83% OF FAMILIES AND GALLERY ATTENDEES GO OUT TO DINNER
AND/OR SHOPPING AFTER AN ART GALLERY OPEN RECEPTION. FIGURE ABOVE
BASED ON A \$15 MEAL CHOICE OR PURCHASE.]



CAMPS & CLASSES

- **EST. \$55,000** IN CLASSES & CAMP TUITION

[MONEY SPENT BY FAMILIES IN PORT ORANGE THROUGHOUT
VOLUSIA & INCOME GENERATED BY FREE ARTHAUS PROGRAMMING AT THE
PORT ORANGE REC CENTER; MURALS & ART CLASSES.]



ARTHAUS' PARTNERSHIP WITH THE CITY OF

REC CENTER ECHO ARTS SUPPORT

ARTHAUS NOW PROVIDES ADULT PAINTING CLASS MONTHLY AT THE REC,
FREE OF CHARGE. THESE CLASSES COST \$10/PERSON, WITH FUNDS GOING TO THE REC CENTER & ITS PROGRAMMING.



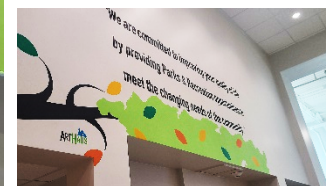
REC CAMPS

ARTHAUS PROVIDED A FREE INTERACTIVE
ART
PROJECT FOR 120 SUMMER CAMP
CHILDREN



REC CENTER MURALS

ARTHAUS PROVIDED THE REC CENTER WITH THREE
MURALS AND VINYL LETTERING OF THE REC MISSION
STATEMENT & SLOGANS PRIOR TO THEIR GRAND



ARTHAUS' PARTNERSHIP WITH THE CITY OF

ARTHAUS CAMPAIGNS!

ARTHAUS IS ACTIVELY CAMPAIGNING FOR THE PORT ORANGE
GENERAL OBLIGATION BOND VIA SOCIAL MEDIA, EMAIL
CAMPAIGNS, AND WITH ALL 438 SUMMER ART CAMPERS'

PARENTS & GUARDIANS!



On August 20, 2024, the City of Port Orange is asking voters to consider providing additional revenue through the issuance of bonds that will allow for the renovation and expansion of various city parks, and development of new parks that will offer active recreational opportunities for residents of all ages across the city.

DID YOU KNOW?

The additional funds will benefit **ONLY** Port Orange facilities

Proposed Projects:

- Coraci Park
- Deport Park
- Rec West
- White Place Park
- Willow Run Park

ARTHAUS' 2023 ANNUAL REPORT



2023

“art is the highest form of hope.”
- gerhard richter

ARTHAUS

The logo for Arthaus, featuring the word "ARTHAUS" in a bold, sans-serif font. The letters "ART" are black, and "HAUS" is green. Above the letter "H" is a blue icon of a house with a chimney.

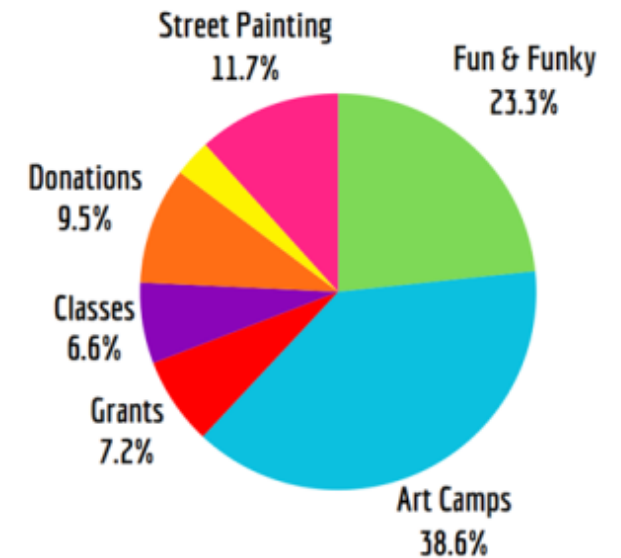
Comparative Statement of Activities : Fiscal Year Ends December 31, 2022 & 2023

	2023	2022
Income		
Fundraising Events & Activities	\$ 56,023	\$ 69,012
Programs & Exhibitions	66,567	40,755
Contributions, Gifts, & Grants	15,049	5,325
County of Volusia Cultural Grant	9,584	10,411
Total Revenue & Support	\$ 147,223	\$ 125,503
Expense		
Employee Salaries	\$ 54,949	\$ 81,546
Fundraising Activities & Events	17,739	14,605
Occupancy & Utilities	7,127	7,542
Printing, Publication, & Postage	8,557	8,785
Other	15,594	10,791
Program & Exhibition Expenses	14,322	12,016
Total	\$ 118,288	\$ 135,285
Moving & new facility Expenses		
Employee Salaries	\$ 32,655	\$ 0
Facilities & Equipment	12,435	0
Total Transition Expenses	\$ 45,089	\$ 0
Total Expenses	\$ 163,377	\$ 135,285
Change in Net Assets,	\$(19,258)	\$4,192
Net Assets, Beginning of Year	\$21,615	\$17,423
Net Assets, End of Year	\$2,357	\$21,615

ARTHAUS' 2023 ANNUAL REPORT

2023 Income: \$147,223

Fun & Funky : \$34,366
 Art Camps : \$56,865
 Grants : \$10,583
 Tuition Classes : \$9,702
 Donations : \$14,049
 Annual Giving : \$4,459
 Street Painting / kid zones: \$17,199



ARTHAUS' 2023 BALANCE SHEET & P&L

1:12 PM		Arthaus Foundation, Inc.	
06/13/24		Balance Sheet	
Accrual Basis		As of December 31, 2023	
	Dec 31, 23		
ASSETS			
Current Assets			
Checking/Savings			
Bank - Suntrust Business Check	1,695.43		
Legg Mason/Capital Account	286.92		
Total Checking/Savings	1,982.35		
Total Current Assets	1,982.35		
Fixed Assets			
Furniture and Equipment	5,960.44		
Leasehold Improvements	2,300.00		
Total Fixed Assets	8,260.44		
Other Assets			
Prepaid Postage	500.00		
Total Other Assets	500.00		
TOTAL ASSETS	10,742.79		
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
PAYROLL LIABILITIES			
941 Payroll Liabilities	20,717.43		
UCT-6 State Unempl. Tax Liab.	115.44		
Total PAYROLL LIABILITIES	20,832.87		
Total Other Current Liabilities	20,832.87		
Total Current Liabilities	20,832.87		
Total Liabilities	20,832.87		
Equity			
RETAINED EARNINGS	5,965.75		
Net Income	-16,055.83		
Total Equity	-10,090.08		
TOTAL LIABILITIES & EQUITY	10,742.79		

1:13 PM

06/13/24

Cash Basis

ArtHaus Foundation, Inc.

Profit & Loss Budget Performance - ArtHaus

January through December 2023

	Jan - Dec 23	Budget	\$ Over B...	Jan - Dec 23	YTD Bud...	\$ Over B...	Annual B...
Ordinary Income/Expense							
Income							
Direct Public Grants	1,000.00			1,000.00			
DONATIONS	14,048.80			14,048.80			
FUNDRAISING	56,257.86			56,257.86			
GRANTS	9,583.50			9,583.50			
PROGRAMS & EXHIBITIONS	69,787.90			69,787.90			
Total Income	150,678.06			150,678.06			
Gross Profit	150,678.06			150,678.06			
Expense							
ADMINISTRATIVE EXPENSES	105,406.75			105,406.75			
Contract Services	26.58			26.58			
Facilities and Equipment	9,765.87			9,765.87			
FUND RAISING & EVENT EXPENSES	19,277.61			19,277.61			
Operations	153.87			153.87			
Other Types of Expenses	1,507.35			1,507.35			
PROGRAMS/EXHIBITIONS	13,406.08			13,406.08			
Total Expense	149,544.11			149,544.11			
Net Ordinary Income	1,133.95			1,133.95			
Other Income/Expense							
Other Expense							
Ask My Accountant	(97.24)			(97.24)			
Total Other Expense	(97.24)			(97.24)			
Net Other Income	97.24			97.24			
Net Income	1,231.19			1,231.19			

ARTHAUS THANKS YOU

ARTHAUS IS SO VERY GRATEFUL FOR THE OPPORTUNITIES GIFTED TO US BY THE CITY OF PORT ORANGE. IN RETURN FOR OUR CITY'S GENEROSITY, WE WOULD LIKE TO OFFER THE

GIF



AL...

ARTHAUS' MURAL FOR THE DOWN

ARTHAUS' GIFT TO PORT ORANGE 2024

ArtHaus tasked our most talented student artists to develop a mural design for the Dunlawton Pillars on the Down Under side. Morgan Siple, a 14-year-old art student at Spruce Creek High School developed this design using our required themes of Simple, Striking, Aquatic, & Port Orange. ArtHaus has confirmed with Port Orange Community Development Director Tim Burman that the concept developed by Miss Siple and ArtHaus are FDOT compliant.

Estimated cost for the skilled labor, supplies, and equipment for ArtHaus' proposed Down-Under column murals: \$22,399.70

\$18,040 : 602 square feet of murals @ Volusia artist labor average of \$30/square feet

\$2,759.70 : Sherwin Williams Resilience Paint : 20 Gallons @ \$91.99 / gallon (2 coat)



Concept Art by Morgan Siple, age 14. Repeating mural band for support columns of Dunlawton Bridge featuring stylized rolling waves, fish, and cross-section of an orange representing the sun.



Arthaus digital rendering of Miss Siple's design, refined to reflect the developing aesthetic of Down Under restaurants & businesses, maintaining status quo of national trending mural styles, and upholding the FDOT regulations.

ARTHAUS' MURAL FOR THE DOWN UNDER PLAN

These repeating mural bands would wrap around the columns starting at 7 feet above ground and created using the Sherwin Williams Resilience paint line [paint used for Disney theme parks]. Both the height & brand of paint will not only deter vandalism but will allow for easy clean up in such a case as the paint is graffiti resistant.

These mural bands will be completed by ArtHaus Executive Director Cameron Vintson and 2-3 paid professional artists over a 3-month period in the Winter/Spring of 2024/2025





ARTHAUS & THE DOWN UNDER PLAN

ArtHaus would like to propose an additional mural plan for the City of Port Orange's Down Under Plan. This plan would deepen the partnership between the City of Port Orange and ArtHaus for years to come and save the City roughly \$130,000.

This plan would include a continuation of the mural theme throughout the side-walls and underside of the bridge on the Down Under side, as well as matching column murals across the Tomoka channel and on the underside of the Dunlawton boat ramp.

The project will take two-three years and be completed in segments.

In return, ArtHaus would ask for utility abatement for four years and to be transferred from a license agreement to a lease agreement for the remaining of our 5-year rental abatement with an additional two years added at the discretion of City Council and Staff. [ArtHaus : \$5,800-\$6,000 Annual Utilities [12% of REC/ArtHaus Facility consumption per year]

Even after the ArtHaus utility abatement, this agreement would save the City of Port Orange over

ARTHAUS & THE DOWN UNDER PLAN

ArtHaus Contacted 5 Volusia high-caliber mural artists to generate an averaged scale of labor estimates needed for this projected. The average of those figures are:

Outdoor Mural per Hour, per Artist: \$75-\$100

Outdoor Mural per square foot, per Artist: \$30-\$75

Square footage of proposed mural, meeting outline in Deck Down U
Estimated 5,032 square feet.

*Est. Cost \$75 Per Hour / Per Artist @ 40 hours/wk. for 50 weeks

*Est. Cost of \$30 Per Square Foot: \$150,960

**Without insurance, supplies, or equipment.*

@ProMatcher

How long does it typically take to paint a 10ft x 10ft mural?

Top Answer: 1 week (57% of 116 votes).

How long does it typically take to paint a 10ft x 10ft mural?

1 week

57%

2 weeks

12%

3 weeks

3%

+4 weeks

2%

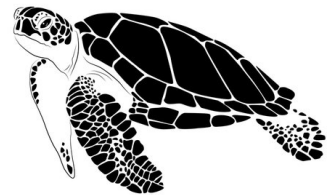
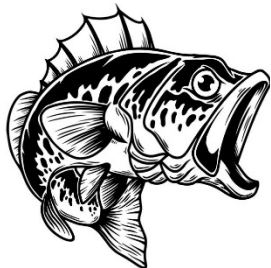
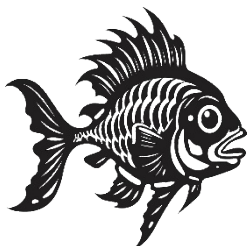
Not sure

23%

ARTHAUS & THE DOWN UNDER PLAN

PROPOSED AESTHETIC

Pillars



ARTHAUS



The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended February 29, 2024

	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	(15,215)	(28,021)	(6,299)	21,793	48,202	0	0	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	0	0	0	0	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	(285)	0	0	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	0	0	0	0	0	0	0
Payables	31,140	10,179	(723)	26,959	34,618	0	0	0	0	0	0	0
Due to from the City	(148)	1,332	50	(304)	609	0	0	0	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	0	0	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	0	0	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	0	0	0	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	333,900	333,900	333,900	333,900	333,900	333,900
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	0	0	0	0	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	412,393	333,900	333,900	333,900	333,900	333,900	333,900

The Golf Club at Cypress Head
Comparative Income Statement
For the Five Months Ending February 29, 2024

	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	202,988	753,911	1,778,351	42%	199,662	762,823	1,894,268	40%
Merchandise	31,512	86,776	286,316	30%	25,565	120,532	225,501	53%
Other Pro Shop	6,604	15,170	32,350	47%	5,299	13,452	45,630	29%
Range	7,757	25,512	68,808	37%	6,543	24,337	83,261	29%
Other Operating Revenues	4,441	17,065	40,841	42%	3,765	15,414	44,187	35%
TOTAL REVENUE	253,302	898,433	2,206,665	41%	240,834	936,558	2,292,847	41%
COST OF SALES								
Merchandise	23,645	62,705	202,413	31%	18,263	85,003	157,851	54%
TOTAL COGS	23,645	62,705	202,413	31%	18,263	85,003	157,851	54%
COGS - Merchandise %	75.0%	72.3%	70.7%	102.2%	71.4%	70.5%	70.0%	100.7%
PAYROLL								
Course and Grounds	41,235	191,638	460,036	42%	39,770	201,446	547,942	37%
Carts, Range, Starters, Etc.	12,163	55,251	160,468	34%	16,166	74,414	211,522	35%
Pro Shop	11,009	48,069	131,209	37%	14,668	65,276	159,420	41%
General and Administrative	15,567	80,922	216,590	37%	18,442	92,888	222,142	42%
Marketing	4,553	21,235	34,364	62%	10,219	40,146	80,098	50%
TOTAL PAYROLL	84,526	397,114	1,002,667	40%	99,266	474,169	1,221,123	39%
OPERATING EXPENSES								
Course and Grounds	32,884	126,251	328,078	38%	26,790	134,193	330,078	41%
Carts, Range, Starters, Etc.	14,510	60,847	134,949	45%	7,859	42,511	133,584	32%
Pro Shop	5,915	8,574	13,850	62%	6,002	16,141	14,245	113%
General and Administrative	27,848	143,753	335,710	43%	34,007	156,770	321,392	49%
Marketing	112	4,981	26,704	19%	445	7,309	28,800	25%
TOTAL OPERATING EXPENSES	81,269	344,406	839,290	41%	75,103	356,925	828,099	43%
TOTAL EXPENSES	189,441	804,226	2,044,370	39%	192,632	916,097	2,207,072	42%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(31,874)	(76,674)	42%	(6,592)	(32,960)	(79,104)	42%
Depreciation & Amortization	(96)	(478)	(1,146)	42%	(96)	(478)	(1,146)	42%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(32,352)	(77,820)	42%	(6,688)	(33,438)	(80,250)	42%
NET INCOME	57,366	61,856	84,476	73%	41,514	(12,977)	5,524	-235%
=====								
Paid Rounds	4,848	18,405	45,097		4,156	16,624	43,894	
Annual Pass Rounds	413	1,695	4,163		416	1,794	4,795	
Other Rounds	268	1,212	3,024		243	1,235	2,783	
Total Rounds	5,529	21,312	52,284		4,815	19,653	51,472	
Revenue/Paid Rounds	52	49	49		58	56	52	
Revenue/Total Rounds	46	42	42		50	48	45	

The Golf Club at Cypress Head

For the Five Months Ending February 29, 2024

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												
199,662	219,768	91%	202,988	98%	Green Fees & Cart Fees	762,823	836,890	91%	753,911	101%	1,894,268	1,787,263
25,565	31,850	80%	31,512	81%	Merchandise	120,532	89,800	134%	86,776	139%	225,501	320,072
5,299	6,800	78%	6,604	80%	Other Pro Shop	13,452	18,950	71%	15,170	89%	45,630	30,632
6,543	8,300	79%	7,757	84%	Range	24,337	31,156	78%	25,512	95%	83,261	67,633
3,765	4,541	83%	4,441	85%	Other Operating Revenues	15,414	18,566	83%	17,065	90%	44,187	39,189
240,834	271,259	89%	253,302	95%	TOTAL REVENUE	936,558	995,362	94%	898,433	104%	2,292,847	2,244,791
COST OF SALES												
18,263	22,295	82%	23,645	77%	Merchandise	85,003	62,860	135%	62,705	136%	157,851	224,711
18,263	22,295	82%	23,645	77%	TOTAL COGS	85,003	62,860	135%	62,705	136%	157,851	224,711
71.4%	70.0%	102.1%	75.0%	95.2%	COGS - Merchandise %	70.5%	70.0%	100.7%	72.3%	97.6%	70.0%	860.9%
PAYROLL												
39,770	43,522	91%	41,235	96%	Course and Grounds	201,446	226,113	89%	191,638	105%	547,942	469,845
16,166	16,069	101%	12,163	133%	Carts, Range, Starters, Etc.	74,414	86,295	86%	55,251	135%	211,522	179,631
14,668	12,634	116%	11,009	133%	Pro Shop	65,276	66,039	99%	48,069	136%	159,420	148,416
18,442	18,443	100%	15,567	118%	General and Administrative	92,888	92,382	101%	80,922	115%	222,142	228,556
10,219	6,675	153%	4,553	224%	Marketing	40,146	33,349	120%	21,235	189%	80,098	53,274
99,266	97,343	102%	84,526	117%	TOTAL PAYROLL	474,169	504,177	94%	397,114	119%	1,221,123	1,079,722
OPERATING EXPENSES												
26,790	27,934	96%	32,884	81%	Course and Grounds	134,193	134,322	100%	126,251	106%	330,078	336,020
7,859	14,677	54%	14,510	54%	Carts, Range, Starters, Etc.	42,511	61,345	69%	60,847	70%	133,584	116,613
6,002	6,050	99%	5,915	101%	Pro Shop	16,141	9,585	168%	8,574	188%	14,245	21,417
34,007	30,351	112%	27,848	122%	General and Administrative	156,770	151,346	104%	143,753	109%	321,392	348,727
445	1,300	34%	112	395%	Marketing	7,309	7,700	95%	4,981	147%	28,800	29,032
75,103	80,312	94%	81,269	92%	TOTAL OPERATING EXPENSES	356,925	364,298	98%	344,406	104%	828,099	851,809
192,632	199,950	96%	189,441	102%	TOTAL EXPENSES	916,097	931,335	98%	804,226	114%	2,207,072	2,156,241
48,202	71,309	68%	63,861	75%	EBITDA	20,461	64,026	32%	94,207	22%	85,774	88,549

The Golf Club at Cypress Head

For the Five Months Ending February 29, 2024

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
48,202	71,309	68%	63,861	75%	EBITDA	20,461	64,026	32%	94,207	22%	85,774	88,549
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(32,960)	(32,960)	100%	(31,874)	103%	(79,104)	(77,760)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(478)	(478)	100%	(478)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(478)	(478)	100%	(478)	100%	(1,146)	(1,146)
41,514	64,621	64%	57,366	72%	NET INCOME	(12,977)	30,588	-42%	61,856	-21%	5,524	9,643
4,156	4,978	83%	4,848	86%	Paid Rounds	16,624	19,186	87%	18,405	90%	43,894	43,316
416	413	101%	413	101%	Annual Pass Rounds	1,794	1,695	106%	1,695	106%	4,795	4,262
243	268	91%	268	91%	Other Rounds	1,235	1,212	102%	1,212	102%	2,783	3,047
4,815	5,659	85%	5,529	87%	Total Rounds	19,653	22,093	89%	21,312	92%	51,472	50,625
58	54	106%	52	111%	Revenue/Paid Rounds	56	52	109%	49	115%	52	623
50	48	104%	46	109%	Revenue/Total Rounds	48	45	106%	42	113%	45	531

The Golf Club at Cypress Head
For the Month Ending February 29, 2024

	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24	02/29/24
REVENUES													
Green Fees & Cart Fees	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80	157,914.22	199,662.20
Merchandise	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31	29,579.36	25,565.08
Other Pro Shop	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,553.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39	3,218.00	5,298.78
Range	7,758.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83	4,719.32	6,542.87
Other Operating Revenues	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85	3,249.49	3,764.70
TOTAL REVENUE	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42	182,512.18	198,680.39	240,833.63
COST OF SALES													
Merchandise	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19
TOTAL COGS	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19
COGS - Merchandise %	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%	71.4%
PAYROLL													
Course and Grounds	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23	41,733.77	39,770.32
Carts, Range, Starters, Etc.	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58	16,255.20	16,166.47
Pro Shop	11,008.79	12,447.03	11,852.05	11,781.65	11,619.81	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46	13,617.60	14,668.39
General and Administrative	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26	17,825.47	18,442.15
Marketing	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16	7,104.33	10,218.74
TOTAL PAYROLL	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	104,030.51	94,666.08	88,114.27	95,586.69	96,536.37	99,266.07
OPERATING EXPENSES													
Course and Grounds	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,806.37	24,656.02	26,789.69
Carts, Range, Starters, Etc.	14,508.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,651.34	10,549.89	8,228.13	7,859.49
Pro Shop	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88	2,031.08	6,002.20
General and Administrative	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23	29,882.31	34,006.78
Marketing	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62	710.07	444.65
TOTAL OPERATING EXPENSE	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	72,129.19	75,066.73	64,546.47	76,700.99	65,507.61	75,102.81
TOTAL EXPENSES	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	189,397.00	187,377.68	170,389.95	188,810.71	176,886.90	192,632.07
EBITDA	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)	21,793.49	48,201.56

For the Month Ending February 29, 2024

[illegible]

**The Golf Club at Cypress Head
Course Cash Flow Report
February 29, 2024**

	<u>February</u>	<u>YTD</u>
EBITDA	\$48,201.56	\$20,460.94
Management Fee Expense	(6,592.00)	(32,960.00)
Depreciation & Amortization	(95.53)	(477.65)
Net Income	41,514.03	(12,976.71)
Working Capital Changes		
Inventory	(2,007.45)	(32,889.22)
Receivables	(284.61)	40,381.94
Payables	34,618.46	102,174.31
Due to from the City	608.80	1,538.67
Prepays	14,439.61	3,506.16
Accrued Liabilities	5,100.03	23,053.37
Other Liabilities	(16,944.47)	(62,572.15)
Depreciation & Amortization	95.53	477.65
Operating Cash Flow	77,139.93	62,694.02
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>77,139.93</u>	<u>62,694.02</u>
Beginning Cash	335,253.34	349,699.25
Net Cash Flows	<u>77,139.93</u>	<u>62,694.02</u>
Ending Cash	<u>412,393.27</u>	<u>412,393.27</u>

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 2/1/2024
Account: First

To:
2/29/2024
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	\$257,463.85	\$239,361.44	\$159,860.82	\$79,500.62	\$336,964.47
	10050-5950-900	Cash - Course Payroll BMO	\$76,439.49	\$70,000.00	\$72,360.69	(\$2,360.69)	\$74,078.80
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$6,608.39	\$8,001.85	\$7,717.24	\$284.61	\$6,893.00
	12000-5950-900	Inventory - Merchandise	\$130,241.49	\$39,194.49	\$37,187.04	\$2,007.45	\$132,248.94
	13020-5950-900	Prepaid Insurance	\$26,746.80	\$8,893.20	\$18,106.61	(\$9,213.41)	\$17,533.39
	13040-5950-900	Prepaid Exp - Other	\$40,626.48	\$3,667.00	\$8,893.20	(\$5,226.20)	\$35,400.28
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,086.86)	\$0.00	\$23.12	(\$23.12)	(\$5,109.98)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,556.27)	\$0.00	\$72.41	(\$72.41)	(\$27,628.68)
	30000-5950-900	Accts Pay - Trade	(\$118,911.38)	\$55,919.36	\$90,537.82	(\$34,618.46)	(\$153,529.84)
	30040-5950-900	Accts Pay - Other	(\$209,582.55)	\$17,285.11	\$17,893.91	(\$608.80)	(\$210,191.35)
	31000-5950-900	Accrued Expenses	(\$305.00)	\$305.00	\$403.00	(\$98.00)	(\$403.00)
	31020-5950-900	Accrued Payroll	(\$65,290.54)	\$94,900.81	\$97,940.05	(\$3,039.24)	(\$68,329.78)
	31080-5950-900	Accrued Tips Payable	(\$223.05)	\$446.10	\$547.05	(\$100.95)	(\$324.00)
	31220-5950-900	Accrued Sales Tax	(\$12,238.43)	\$12,238.43	\$14,100.27	(\$1,861.84)	(\$14,100.27)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,764.70	\$3,764.70	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,471.94)	\$1,486.09	\$985.99	\$500.10	(\$7,971.84)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,992.22)	\$0.00	\$255.33	(\$255.33)	(\$13,247.55)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$22,041.40)	\$2,755.26	\$0.00	\$2,755.26	(\$19,286.14)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$31,616.26)	\$3,952.15	\$2,236.50	\$1,715.65	(\$29,900.61)
	32070-5950-900	Deferred Rev - Gift Cards	(\$50,391.70)	\$6,174.81	\$1,403.25	\$4,771.56	(\$45,620.14)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,612.68)	\$1,075.99	\$1,655.00	(\$579.01)	(\$11,191.69)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$54,793.13)	\$8,036.24	\$0.00	\$8,036.24	(\$46,756.89)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$24,840.83)	\$0.00	\$6,707.41	(\$6,707.41)	(\$31,548.24)
	5002A-5950-100	Green Fee - Annual	\$0.00	\$72.26	\$72.26	\$0.00	\$0.00
	5003A-5950-100	Green Fee - Group	(\$36,370.43)	\$0.00	\$22,708.77	(\$22,708.77)	(\$59,079.20)
	50040-5950-100	Green Fees - Member	(\$169.14)	\$255.60	\$441.19	(\$185.59)	(\$354.73)
	5006A-5950-100	Green Fee - Junior	(\$907.20)	\$20.12	\$1,402.81	(\$1,382.69)	(\$2,289.89)
	50070-5950-100	Green Fees - (surcharge)	(\$11,645.15)	\$3,764.70	\$7,529.40	(\$3,764.70)	(\$15,409.85)
	5007A-5950-100	Green Fee - League	(\$156.24)	\$0.00	\$301.20	(\$301.20)	(\$457.44)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$53,901.07)	\$0.00	\$33,003.74	(\$33,003.74)	(\$86,904.81)
	5012A-5950-100	Green Fee - Outing	(\$26,923.29)	\$12.58	\$5,851.44	(\$5,838.86)	(\$32,762.15)
	5014A-5950-100	Green Fee - Resident	(\$116,587.39)	\$6,143.92	\$41,136.63	(\$34,992.71)	(\$151,580.10)
	5015A-5950-100	Green Fee - Senior	(\$77,147.87)	\$0.00	\$22,543.35	(\$22,543.35)	(\$99,691.22)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$28.18	\$28.18	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$3,820.98)	\$11.26	\$177.60	(\$166.34)	(\$3,987.32)
	50500-5950-200	Cart Fee 18	(\$178,304.33)	\$0.00	\$60,030.60	(\$60,030.60)	(\$238,334.93)
	50520-5950-200	Cart Fee - Annual Trail	(\$32,384.73)	\$0.00	\$8,036.24	(\$8,036.24)	(\$40,420.97)
	52090-5950-600	Handicap Fee	(\$1,045.00)	\$0.00	\$2,710.00	(\$2,710.00)	(\$3,755.00)
	52150-5950-600	Lessons	(\$3,744.66)	\$0.00	\$1,970.00	(\$1,970.00)	(\$5,714.66)
	52280-5950-600	Rental Clubs	(\$3,363.78)	\$0.00	\$618.78	(\$618.78)	(\$3,982.56)
	52310-5950-600	Retail	(\$94,967.17)	\$0.00	\$25,565.08	(\$25,565.08)	(\$120,532.25)
	53050-5950-220	Range Pass Revenue	(\$17,794.56)	\$0.00	\$6,542.87	(\$6,542.87)	(\$24,337.43)
	56120-5950-100	City Surcharge R & R	(\$11,648.92)	\$0.00	\$3,764.70	(\$3,764.70)	(\$15,413.62)
	60000-5950-600	COGS - Merchandise - Accessories	\$66,740.03	\$36,761.12	\$18,497.93	\$18,263.19	\$85,003.22
	70000-5950-100	Gross Payroll - Salaried	\$46,392.10	\$23,400.35	\$12,522.13	\$10,878.22	\$57,270.32
	70000-5950-600	Gross Payroll - Salaried	\$16,313.76	\$8,609.94	\$4,263.39	\$4,346.55	\$20,660.31
	70000-5950-900	Gross Payroll - Salaried	\$56,813.72	\$15,248.65	\$15,248.22	\$13,456.43	\$70,270.15
	70000-5950-950	Gross Payroll - Salaried	\$25,645.24	\$15,085.21	\$6,419.72	\$8,665.49	\$34,310.73

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$91,667.00	\$45,917.54	\$26,168.93	\$19,748.61	\$111,415.61
	70010-5950-200	Gross Payroll - Hourly	\$52,881.23	\$32,609.60	\$18,486.32	\$14,123.28	\$67,004.51
	70010-5950-600	Gross Payroll - Hourly	\$25,811.68	\$16,722.55	\$9,457.36	\$7,265.19	\$33,076.87
	70010-5950-900	Gross Payroll - Hourly	\$721.84	\$149.36	\$83.60	\$65.76	\$787.60
	71000-5950-100	Payroll Tax - FICA	\$10,227.22	\$5,128.02	\$2,866.97	\$2,261.05	\$12,488.27
	71000-5950-200	Payroll Tax - FICA	\$4,165.82	\$2,520.67	\$1,440.28	\$1,080.39	\$5,246.21
	71000-5950-600	Payroll Tax - FICA	\$3,060.10	\$1,861.45	\$1,013.66	\$847.79	\$3,907.89
	71000-5950-900	Payroll Tax - FICA	\$5,331.99	\$2,006.40	\$1,065.74	\$940.66	\$6,272.65
	71000-5950-950	Payroll Tax - FICA	\$1,897.14	\$1,111.39	\$466.98	\$644.41	\$2,541.55
	71010-5950-100	Payroll Tax - UC	\$309.28	\$290.74	\$96.59	\$194.15	\$503.43
	71010-5950-200	Payroll Tax - UC	\$291.51	\$182.90	\$61.02	\$121.88	\$413.39
	71010-5950-600	Payroll Tax - UC	\$106.90	\$137.49	\$42.58	\$94.91	\$201.81
	71010-5950-900	Payroll Tax - UC	\$106.22	\$41.27	\$20.56	\$20.71	\$126.93
	71010-5950-950	Payroll Tax - UC	\$95.33	\$13.08	\$6.54	\$6.54	\$101.87
	71020-5950-100	Payroll Tax - WC	\$2,381.76	\$873.53	\$0.00	\$873.53	\$3,255.29
	71020-5950-200	Payroll Tax - WC	\$885.11	\$386.56	\$0.00	\$386.56	\$1,271.67
	71020-5950-600	Payroll Tax - WC	\$717.46	\$316.06	\$0.00	\$316.06	\$1,033.52
	71020-5950-900	Payroll Tax - WC	\$1,328.38	\$370.78	\$0.00	\$370.78	\$1,699.16
	71020-5950-950	Payroll Tax - WC	\$444.82	\$183.19	\$0.00	\$183.19	\$628.01
	71030-5950-100	Benefits	\$10,698.39	\$15,238.70	\$9,423.94	\$5,814.76	\$16,513.15
	71030-5950-200	Benefits	\$23.55	\$1,562.06	\$1,107.70	\$454.36	\$477.91
	71030-5950-600	Benefits	\$4,597.60	\$3,419.79	\$1,621.90	\$1,797.89	\$6,395.49
	71030-5950-900	Benefits	\$10,143.87	\$6,663.19	\$3,075.38	\$3,587.81	\$13,731.68
	71030-5950-950	Benefits	\$1,844.39	\$1,081.72	\$362.61	\$719.11	\$2,563.50
	80110-5950-200	Cart Supplies	\$278.72	\$6.00	\$0.00	\$6.00	\$284.72
	80120-5950-100	Chemicals	\$2,981.55	\$650.22	\$0.00	\$650.22	\$3,631.77
	80170-5950-100	Course Accessories	\$1,334.69	\$204.47	\$0.00	\$204.47	\$1,539.16
	80230-5950-100	Fertilizer	\$17,695.40	\$1,283.00	\$0.00	\$1,283.00	\$18,978.40
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$5,747.34	\$1,552.83	\$0.00	\$1,552.83	\$7,300.17
	80280-5950-100	Fungicides	\$3,226.52	\$1,258.58	\$0.00	\$1,258.58	\$4,485.10
	80320-5950-100	Herbicides	\$6,031.61	\$6,801.35	\$0.00	\$6,801.35	\$12,832.96
	80370-5950-100	Insecticides	\$3,454.50	\$1,062.29	\$0.00	\$1,062.29	\$4,516.79
	80380-5950-900	Janitorial Supplies	\$1,280.06	\$0.00	\$0.00	\$0.00	\$1,280.06
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$1,898.09	\$414.61	\$0.00	\$414.61	\$2,312.70
	80590-5950-600	Printing	\$1,597.80	\$0.00	\$0.00	\$0.00	\$1,597.80
	80630-5950-220	Range Expenses	\$1,181.94	\$0.00	\$0.00	\$0.00	\$1,181.94
	80690-5950-100	Sand/Topdress	\$3,894.02	\$403.00	\$0.00	\$403.00	\$4,297.02
	80710-5950-100	Seeds/Trees	\$3,520.00	\$0.00	\$0.00	\$0.00	\$3,520.00
	80780-5950-200	Supplies	\$356.82	\$0.00	\$0.00	\$0.00	\$356.82
	80780-5950-600	Supplies	\$3,472.34	\$0.00	\$0.00	\$0.00	\$3,472.34
	80810-5950-600	Tournament Expense	\$3,419.22	\$1,029.07	\$973.87	\$55.20	\$3,474.42
	81010-5950-900	Alarm System	\$568.00	\$142.00	\$0.00	\$142.00	\$710.00
	81090-5950-200	Cart Repairs	\$46.87	\$0.00	\$0.00	\$0.00	\$46.87
	81130-5950-900	Computer Service	\$4,682.28	\$4,200.91	\$45.00	\$4,155.91	\$8,838.19
	81140-5950-900	Contract Cleaning	\$4,075.00	\$1,000.00	\$0.00	\$1,000.00	\$5,075.00
	81200-5950-900	Guest Relations	\$1,659.56	\$3,380.73	\$0.00	\$3,380.73	\$5,040.29
	81220-5950-600	Handicap Expense	\$465.00	\$5,947.00	\$0.00	\$5,947.00	\$6,412.00
	81250-5950-100	Irrigation	\$525.00	\$175.00	\$0.00	\$175.00	\$700.00
	81270-5950-600	Lesson Expense	\$583.20	\$0.00	\$0.00	\$0.00	\$583.20
	81300-5950-900	Pest Control	\$17.92	\$0.00	\$0.00	\$0.00	\$17.92
	81340-5950-100	Repair & Maint - Paths	\$2,901.18	\$0.00	\$0.00	\$0.00	\$2,901.18
	81350-5950-100	Repair & Maint - Equipment	\$5,457.88	\$1,065.01	\$0.00	\$1,065.01	\$6,522.89
	81350-5950-220	Repair & Maint - Equipment	\$1,532.43	\$0.00	\$0.00	\$0.00	\$1,532.43
	81350-5950-900	Repair & Maint - Equipment	\$5.50	\$1,845.66	\$0.00	\$1,845.66	\$1,851.16
	81360-5950-100	Repair & Maint - Building	\$830.47	\$349.59	\$0.00	\$349.59	\$1,180.06
	81360-5950-900	Repair & Maint - Building	\$5,905.84	\$123.97	\$0.00	\$123.97	\$6,029.81
	82000-5950-200	Cart Lease	\$28,564.00	\$7,141.00	\$0.00	\$7,141.00	\$35,705.00
	82020-5950-100	Equipment Lease	\$39,780.00	\$9,945.00	\$0.00	\$9,945.00	\$49,725.00

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	\$1,103.00	\$240.59	\$0.00	\$240.59	\$1,343.59
	83000-5950-200	Utilities - Electric	\$2,690.69	\$712.49	\$0.00	\$712.49	\$3,403.18
	83020-5950-100	Utilities - Other	\$6,790.01	\$1,437.43	\$0.00	\$1,437.43	\$8,227.44
	83020-5950-900	Utilities - Other	\$8,613.38	\$2,600.12	\$305.00	\$2,295.12	\$10,908.50
	83030-5950-900	Utilities - Telephone/Fax	\$795.32	\$199.19	\$0.00	\$199.19	\$994.51
	83050-5950-100	Utilities - Water	\$980.54	\$361.33	\$0.00	\$361.33	\$1,341.87
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$6,864.56	\$444.65	\$0.00	\$444.65	\$7,309.21
	85020-5950-900	Bank Charges	\$1,172.58	\$456.95	\$0.00	\$456.95	\$1,629.53
	85050-5950-900	Cash Short/(Over)	(\$640.37)	\$143.52	\$191.81	(\$48.29)	(\$688.66)
	85060-5950-900	Cell Phone	\$960.00	\$240.00	\$0.00	\$240.00	\$1,200.00
	85070-5950-900	City Surcharge R & R	\$11,648.92	\$3,764.70	\$0.00	\$3,764.70	\$15,413.62
	85120-5950-900	Credit Card Discounts	\$18,913.60	\$5,049.28	\$0.00	\$5,049.28	\$23,962.88
	85150-5950-900	Dues & Subscriptions	\$539.99	\$0.00	\$0.00	\$0.00	\$539.99
	85160-5950-100	Education & Training	\$465.00	\$0.00	\$0.00	\$0.00	\$465.00
	85160-5950-600	Education & Training	\$601.50	\$0.00	\$0.00	\$0.00	\$601.50
	85190-5950-100	Employee Relations	\$535.64	\$0.00	\$0.00	\$0.00	\$535.64
	85190-5950-900	Employee Relations	\$7,224.01	\$415.29	\$739.13	(\$323.84)	\$6,900.17
	85200-5950-100	Employee Testing	\$88.87	\$0.00	\$0.00	\$0.00	\$88.87
	85280-5950-900	Insurance Expense	\$36,853.64	\$9,213.41	\$0.00	\$9,213.41	\$46,067.05
	85320-5950-900	Member Relations	\$321.32	\$0.00	\$0.00	\$0.00	\$321.32
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85480-5950-900	Payroll Processing Fee	\$1,994.13	\$499.93	\$0.00	\$499.93	\$2,494.06
	85490-5950-900	Postage/Shipping	\$625.74	\$125.89	\$12.40	\$113.49	\$739.23
	85610-5950-900	Tax/Licenses/Fees	(\$120.00)	\$0.00	\$30.00	(\$30.00)	(\$150.00)
	85720-5950-900	Travel - Other	\$403.66	\$1,307.96	\$0.00	\$1,307.96	\$1,711.62
	90000-5950-900	Management Fee	\$26,368.00	\$6,592.00	\$0.00	\$6,592.00	\$32,960.00
	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	13,965.00	416.00	0.00	416.00	14,381.00
	R003A-5950-100	Rounds - Group	16,719.00	708.00	0.00	708.00	17,427.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,032.00	123.00	1.00	122.00	2,154.00
	R007A-5950-100	Rounds - Green Fee - League	15,054.00	10.00	0.00	10.00	15,064.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	9,335.00	815.00	0.00	815.00	10,150.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	894.00	9.00	0.00	9.00	903.00
	R012A-5950-100	Rounds - Green Fee - Outing	10,104.00	163.00	0.00	163.00	10,267.00
	R014A-5950-100	Rounds - Resident	61,660.00	1,669.00	0.00	1,669.00	63,329.00
	R015A-5950-100	Rounds - Green Fee - Senior	24,964.00	663.00	0.00	663.00	25,627.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,341.00	160.00	0.00	160.00	5,501.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,560.00	74.00	0.00	74.00	3,634.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	560.00	6.00	0.00	6.00	566.00
	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:			161	\$0.00	\$923,203.51	\$923,203.51	\$0.00

The Golf Club at Cypress Head

For the Five Months Ending February 29, 2024

	<u>02/29/24</u>	<u>09/30/23</u>	<u>02/28/23</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	336,964	297,893	354,984
Cash - Payroll	74,079	50,456	50,772
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>412,393</u>	<u>349,699</u>	<u>407,106</u>
Accounts Receivable			
A/R Member	<u>6,893</u>	<u>47,275</u>	<u>244</u>
Total Accounts Recievable	<u>6,893</u>	<u>47,275</u>	<u>244</u>
Other Current Assets			
Inventory - Merchandise	132,249	99,360	79,846
Prepaid Insurance	17,533	45,051	15,225
Prepaid Exp - Other	<u>35,400</u>	<u>11,388</u>	<u>18,137</u>
Total Other Current Assets	<u>185,183</u>	<u>155,800</u>	<u>113,208</u>
TOTAL CURRENT ASSETS	<u>604,469</u>	<u>552,774</u>	<u>520,558</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>(32,739)</u>	<u>(32,261)</u>	<u>(31,592)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,409</u>	<u>3,887</u>	<u>4,556</u>
TOTAL ASSETS	<u><u>607,878</u></u>	<u><u>556,661</u></u>	<u><u>525,114</u></u>

The Golf Club at Cypress Head

For the Five Months Ending February 29, 2024

	<u>02/29/24</u>	<u>09/30/23</u>	<u>02/28/23</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	153,530	51,356	108,418
Accts Pay - Other	210,191	208,653	123,992
Accrued Expenses	403	2,415	1,749
Accrued Payroll	68,654	50,567	54,352
Accrued Taxes	14,100	7,122	15,494
Deferred Revenue	<u>173,975</u>	<u>236,547</u>	<u>159,054</u>
TOTAL CURRENT LIABILITIES	<u>620,853</u>	<u>556,659</u>	<u>463,058</u>
 TOTAL LIABILITIES	 <u>620,853</u>	 <u>556,659</u>	 <u>463,058</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(12,975)</u>	<u>2</u>	<u>62,055</u>
Net Retained Earnings	<u>(12,975)</u>	<u>2</u>	<u>62,055</u>
Stockholders Equity	<u>(12,975)</u>	<u>2</u>	<u>62,055</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(12,975)</u>	<u>2</u>	<u>62,055</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>607,878</u></u>	 <u><u>556,661</u></u>	 <u><u>525,114</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 29, 2024

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												
131,595	148,887	88%	138,682	95%	Green Fees	484,067	551,948	88%	504,121	96%	1,227,781	1,145,979
68,067	70,881	96%	64,306	106%	Cart Fee	278,756	284,942	98%	249,789	112%	666,486	641,284
2,710	3,500	77%	3,404	80%	Handicap Fee	3,755	4,100	92%	3,999	94%	6,430	5,307
1,970	2,300	86%	2,205	89%	Lessons	5,715	11,000	52%	8,576	67%	31,400	15,126
619	1,000	62%	995	62%	Rental Clubs	3,983	3,850	103%	2,595	153%	7,800	10,199
25,565	31,850	80%	31,512	81%	Retail	120,532	89,800	134%	86,776	139%	225,501	320,072
6,543	8,300	79%	7,757	84%	Range	24,337	31,156	78%	25,512	95%	83,261	67,633
3,765	4,541	83%	4,441	85%	City Surcharge R & R	15,414	18,566	83%	17,065	90%	44,187	39,189
240,834	271,259	89%	253,302	95%	Total Revenues	936,558	995,362	94%	898,433	104%	2,292,847	2,244,791
COST OF GOODS SOLD												
18,263	22,295	82%	23,645	77%	COGS - Merchandise	85,003	62,860	135%	62,705	136%	157,851	224,711
18,263	22,295	82%	23,645	77%	Total COGS	85,003	62,860	135%	62,705	136%	157,851	224,711
222,570	248,964	89%	229,657	97%	GROSS MARGIN	851,555	932,502	91%	835,728	102%	2,134,996	2,020,080
71.44%	70.00%	102.05%	75.03%	95.21%	COGS - Merchandise %	70.52%	70.00%	100.75%	72.26%	97.60%	70.00%	860.87%
PAYROLL												
37,347	34,713	108%	36,276	103%	Gross Payroll - Salaried	182,512	173,563	105%	147,844	123%	416,550	404,183
41,203	47,388	87%	36,208	114%	Gross Payroll - Hourly	212,285	253,954	84%	190,055	112%	618,341	506,553
78,550	82,101	96%	72,484	108%	S/T Wages	394,796	427,516	92%	337,899	117%	1,034,892	910,736
5,774	6,281	92%	5,391	107%	Payroll Tax - FICA	30,457	32,705	93%	24,965	122%	79,169	67,397
438	516	85%	442	99%	Payroll Tax - UC	1,347	1,375	98%	1,069	126%	2,816	2,720
2,130	1,617	132%	1,317	162%	Payroll Tax - WC	7,888	8,422	94%	6,036	131%	20,986	17,747
12,374	6,829	181%	4,892	253%	Benefits	39,682	34,159	116%	27,145	146%	83,261	81,121
20,717	15,243	136%	12,043	172%	S/T Adders	79,373	76,661	104%	59,215	134%	186,231	168,986
99,266	97,343	102%	84,526	117%	TOTAL PAYROLL	474,169	504,177	94%	397,114	119%	1,221,123	1,079,722
OPERATING EXPENSES												
6	200	3%	201	3%	Cart Supplies	285	600	47%	548	52%	950	471
650	800	81%	0	0%	Chemicals	3,632	4,000	91%	2,358	154%	9,600	9,955
204	1,600	13%	350	58%	Course Accessories	1,539	4,200	37%	1,895	81%	7,400	9,936
1,283	2,200	58%	3,542	36%	Fertilizer	18,978	27,200	70%	19,608	97%	61,100	56,756
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	787	8%	1,500	1,719
1,553	1,000	155%	785	198%	Fuel	7,300	6,600	111%	7,103	103%	20,300	19,823
1,259	0	0%	275	458%	Fungicides	4,485	2,650	169%	1,267	354%	4,650	5,859
6,801	7,000	97%	14,548	47%	Herbicides	12,833	11,900	108%	19,257	67%	32,600	32,904
1,062	0	0%	0	0%	Insecticides	4,517	400	1129%	245	1842%	11,800	11,526
0	1,400	0%	1,394	0%	Janitorial Supplies	1,280	3,600	36%	3,263	39%	7,450	4,763
0	70	0%	65	0%	Laundry/Uniforms	42	1,450	3%	1,331	3%	2,405	266
415	750	55%	635	65%	Office Supplies	2,313	3,750	62%	3,712	62%	6,750	6,766
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,703
0	4,000	0%	3,750	0%	Range Balls	0	6,000	0%	5,792	0%	9,000	3,250
0	0	0%	0	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
0	200	0%	207	0%	Range Expenses	1,182	850	139%	832	142%	2,300	3,022
403	1,200	34%	1,168	35%	Sand/Topdress	4,297	3,900	110%	4,961	87%	12,900	14,063
0	1,500	0%	0	0%	Seeds/Trees	3,520	7,000	50%	5,560	63%	8,500	4,970
0	400	0%	0	0%	Small Tools	0	1,200	0%	493	0%	2,400	0
0	0	0%	11	0%	Staff/Volunteer Uniforms	0	500	0%	261	0%	500	614
0	150	0%	137	0%	Supplies	3,829	5,100	75%	5,031	76%	7,550	7,453
55	0	0%	0	0%	Tournament Expense	3,474	110	3159%	47	7457%	1,500	5,138
142	150	95%	121	118%	Alarm System	710	1,100	65%	928	77%	2,150	1,671
0	1,000	0%	1,074	0%	Cart Repairs	47	1,600	3%	1,346	3%	1,950	629
4,156	800	519%	1,003	414%	Computer Service	8,838	4,000	221%	2,220	398%	9,600	14,086
1,000	700	143%	650	154%	Contract Cleaning	5,075	3,500	145%	3,293	154%	8,400	10,550
3,381	0	0%	0	0%	Guest Relations	5,040	8,500	59%	8,235	61%	8,700	5,064
5,947	5,800	103%	5,778	103%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
175	900	19%	925	19%	Irrigation	700	4,500	16%	3,994	18%	10,800	3,185
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
0	0	0%	171	0%	Repair & Maint - Paths	2,901	1,500	193%	171	1692%	3,000	3,063
2,911	2,050	142%	2,154	135%	Repair & Maint - Equipment	9,906	13,150	75%	14,440	69%	28,070	30,677
474	120	395%	111	427%	Repair & Maint - Building	7,210	1,920	376%	1,867	386%	5,920	20,751
7,141	8,577	83%	8,577	83%	Cart Lease	35,705	42,885	83%	42,885	83%	102,924	95,744
9,945	7,166	139%	7,140	139%	Equipment Lease	49,725	35,830	139%	35,700	139%	85,992	99,705
206	250	82%	206	100%	Off-Site Storage	1,030	1,030	82%	1,030	100%	3,000	2,472
953	970	98%	972	98%	Utilities - Electric	4,747	4,400	108%	4,431	107%	11,440	11,892
3,733	3,950	94%	3,655	102%	Utilities - Other	19,136	18,750	102%	17,389	110%	46,200	49,443
199	200	100%	244	82%	Utilities - Telephone/Fax	995	1,000	99%	1,041	96%	2,400	2,311
361	216	167%	220	164%	Utilities - Water	1,342	1,080	124%	1,179	114%	2,592	2,780
445	1,300	34%	112	395%	Advertising & Promotion	7,309	7,700	95%	4,981	147%	28,800	29,032
457	450	102%	422	108%	Bank Charges	1,630	1,850	88%	1,736	94%	4,400	3,526
(48)	0	0%	(187)	26%	Cash Short/(Over)	(689)	0	0%	(372)	185%	0	(582)

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 29, 2024

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
240	270	89%	240	100%	Cell Phone	1,200	1,330	90%	1,200	100%	3,220	2,780
3,765	4,541	83%	4,441	85%	City Surcharge R & R	15,414	18,566	83%	17,065	90%	44,187	39,189
5,049	5,000	101%	5,078	99%	Credit Card Discounts	23,963	19,800	121%	19,437	123%	42,800	59,066
0	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
0	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
0	0	0%	80	0%	Education & Training	1,067	430	248%	510	209%	740	2,492
(324)	250	-130%	(244)	133%	Employee Relations	7,436	2,400	310%	862	863%	6,400	15,461
0	32	0%	0	0%	Employee Testing	89	32	278%	66	135%	64	171
9,213	8,500	108%	7,675	120%	Insurance Expense	46,067	42,500	108%	38,376	120%	102,000	104,341
0	50	0%	(846)	0%	Member Relations	321	250	129%	(1,282)	-25%	600	(2,657)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	2,000	0%	2,000	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
500	450	111%	462	108%	Payroll Processing Fee	2,494	2,050	122%	2,093	119%	5,170	5,823
113	180	63%	179	64%	Postage/Shipping	739	1,030	72%	1,016	73%	2,180	1,756
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(150)	0	0%	(80)	187%	200	(285)
0	150	0%	134	0%	Travel - Meals	0	550	0%	246	0%	850	0
1,308	1,800	73%	1,684	78%	Travel - Other	1,712	3,650	47%	9,787	17%	4,000	2,750
0	20	0%	0	0%	Employee Meals	0	100	0%	25	0%	240	0
75,103	80,312	94%	81,269	92%	TOTAL OPERATING EXPENSES	356,925	364,298	98%	344,406	104%	828,099	851,809
48,202	71,309	68%	63,861	75%	EBITDA	20,461	64,026	32%	94,207	22%	85,774	88,549
6,592	6,592	100%	6,400	103%	Management Fee	32,960	32,960	100%	31,874	103%	79,104	77,760
6,592	6,592	100%	6,400	103%	Management Fees	32,960	32,960	100%	31,874	103%	79,104	77,760
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
41,514	64,621	64%	57,366	72%	NET INCOME	(12,977)	30,588	-42%	61,856	-21%	5,524	9,643

The Golf Club at Cypress Head
Course & Grounds
For the Five Months Ending February 29, 2024

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												
131,595	148,887	88%	138,682	95%	Green Fees	484,067	551,948	88%	504,121	96%	1,227,781	1,145,979
3,765	4,541	83%	4,441	85%	City Surcharge R & R	15,414	18,566	83%	17,065	90%	44,187	39,189
135,360	153,428	88%	143,123	95%	Total Revenues	499,480	570,514	88%	521,186	96%	1,271,968	1,185,169
135,360	153,428	88%	143,123	95%	GROSS MARGIN	499,480	570,514	88%	521,186	96%	1,271,968	1,185,169
PAYROLL												
10,878	11,378	96%	16,753	65%	Gross Payroll - Salaried	57,270	56,891	101%	53,915	106%	136,539	135,326
19,749	25,336	78%	19,570	101%	Gross Payroll - Hourly	111,416	135,030	83%	112,680	99%	328,670	262,111
30,627	36,714	83%	36,323	84%	S/T Wages	168,686	191,922	88%	166,595	101%	465,209	397,437
2,261	2,809	81%	2,737	83%	Payroll Tax - FICA	12,488	14,682	85%	12,402	101%	35,588	29,358
194	252	77%	204	95%	Payroll Tax - UC	503	597	84%	451	112%	819	773
874	723	121%	602	145%	Payroll Tax - WC	3,255	3,781	86%	2,981	109%	9,434	7,849
5,815	3,024	192%	1,368	425%	Benefits	16,513	15,132	109%	9,210	179%	36,892	34,427
9,143	6,808	134%	4,912	186%	S/T Adders	32,760	34,192	96%	25,042	131%	82,733	72,407
39,770	43,522	91%	41,235	96%	TOTAL PAYROLL	201,446	226,113	89%	191,638	105%	547,942	469,845
OPERATING EXPENSES												
650	800	81%	0	0%	Chemicals	3,632	4,000	91%	2,358	154%	9,600	9,955
204	1,600	13%	350	58%	Course Accessories	1,539	4,200	37%	1,895	81%	7,400	9,936
1,283	2,200	58%	3,542	36%	Fertilizer	18,978	27,200	70%	19,608	97%	61,100	56,756
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	787	8%	1,500	1,719
1,553	1,000	155%	785	198%	Fuel	7,300	6,600	111%	7,103	103%	20,300	19,823
1,259	0	0%	275	458%	Fungicides	4,485	2,650	169%	1,267	354%	4,650	5,859
6,801	7,000	97%	14,548	47%	Herbicides	12,833	11,900	108%	19,257	67%	32,600	32,904
1,062	0	0%	0	0%	Insecticides	4,517	400	1129%	245	1842%	11,800	11,526
403	1,200	34%	1,168	35%	Sand/Topdress	4,297	3,900	110%	4,961	87%	12,900	14,063
0	1,500	0%	0	0%	Seeds/Trees	3,520	7,000	50%	5,560	63%	8,500	4,970
0	400	0%	0	0%	Small Tools	0	1,200	0%	493	0%	2,400	0
0	0	0%	11	0%	Staff/Volunteer Uniforms	0	500	0%	261	0%	500	614
175	900	19%	925	19%	Irrigation	700	4,500	16%	3,994	18%	10,800	3,185
0	0	0%	171	0%	Repair & Maint - Paths	2,901	1,500	193%	171	1692%	3,000	3,063
1,065	1,800	59%	1,918	56%	Repair & Maint - Equipment	6,523	9,000	72%	10,940	60%	21,600	24,125
350	0	0%	0	0%	Repair & Maint - Building	1,180	500	236%	704	168%	1,000	2,130
9,945	7,166	139%	7,140	139%	Equipment Lease	49,725	35,830	139%	35,700	139%	85,992	99,705
241	270	89%	272	88%	Utilities - Electric	1,344	1,350	100%	1,395	96%	3,240	3,600
1,437	1,750	82%	1,478	97%	Utilities - Other	8,227	8,750	94%	7,617	108%	21,000	21,457
361	216	167%	220	164%	Utilities - Water	1,342	1,080	124%	1,179	114%	2,592	2,780
0	0	0%	80	0%	Education & Training	465	430	108%	510	91%	740	790
0	100	0%	0	0%	Employee Relations	536	300	179%	178	301%	600	1,037
0	32	0%	32	0%	Employee Testing	89	32	278%	66	135%	64	171
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
26,790	27,934	96%	32,916	81%	TOTAL OPERATING EXPENSES	134,193	134,322	100%	126,251	106%	330,078	336,020
68,800	81,973	84%	68,972	100%	EBITDA	163,842	210,079	78%	203,297	81%	393,949	379,304
68,800	81,973	84%	68,972	100%	NET INCOME	163,842	210,079	78%	203,297	81%	393,949	379,304

The Golf Club at Cypress Head
Maintenance
For the Five Months Ending February 29, 2024

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							
0	0	0%	(32)	0%	Employee Testing	0	0	0%	0	0%	0	0
0	0	0%	(32)	0%	TOTAL OPERATING EXPENSES	0	0	0%	0	0%	0	0
0	0	0%	32	0%	EBITDA	0	0	0%	0	0%	0	0
0	0	0%	32	0%	NET INCOME	0	0	0%	0	0%	0	0

The Golf Club at Cypress Head
Carts
For the Five Months Ending February 29, 2024

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							
68,067	70,881	96%	64,306	106%	Cart Fee	278,756	284,942	98%	249,789	112%	666,486	641,284
68,067	70,881	96%	64,306	106%	Total Revenues	278,756	284,942	98%	249,789	112%	666,486	641,284
68,067	70,881	96%	64,306	106%	GROSS MARGIN	278,756	284,942	98%	249,789	112%	666,486	641,284
					PAYROLL							
14,123	14,532	97%	11,103	127%	Gross Payroll - Hourly	67,005	78,369	85%	50,403	133%	191,643	161,803
14,123	14,532	97%	11,103	127%	S/T Wages	67,005	78,369	85%	50,403	133%	191,643	161,803
1,080	1,112	97%	862	125%	Payroll Tax - FICA	5,246	5,995	88%	3,978	132%	14,661	12,728
122	131	93%	98	125%	Payroll Tax - UC	413	341	121%	293	141%	1,221	1,270
387	286	135%	215	180%	Payroll Tax - WC	1,272	1,544	82%	872	146%	3,887	3,186
454	8	5409%	(115)	-395%	Benefits	478	45	1055%	(295)	-162%	110	644
2,043	1,537	133%	1,060	193%	S/T Adders	7,409	7,926	93%	4,848	153%	19,879	17,828
16,166	16,069	101%	12,163	133%	TOTAL PAYROLL	74,414	86,295	86%	55,251	135%	211,522	179,631
					OPERATING EXPENSES							
6	200	3%	201	3%	Cart Supplies	285	600	47%	548	52%	950	471
0	0	0%	0	0%	Supplies	357	2,500	14%	2,537	14%	3,250	2,102
0	1,000	0%	1,074	0%	Cart Repairs	47	1,600	3%	1,346	3%	1,950	629
7,141	8,577	83%	8,577	83%	Cart Lease	35,705	42,885	83%	42,885	83%	102,924	95,744
712	700	102%	700	102%	Utilities - Electric	3,403	3,050	112%	3,036	112%	8,200	8,292
7,859	10,477	75%	10,553	74%	TOTAL OPERATING EXPENSES	39,797	50,635	79%	50,352	79%	117,274	107,238
44,041	44,335	99%	41,591	106%	EBITDA	164,546	148,012	111%	144,187	114%	337,691	354,415
44,041	44,335	99%	41,591	106%	NET INCOME	164,546	148,012	111%	144,187	114%	337,691	354,415

The Golf Club at Cypress Head
Range
For the Five Months Ending February 29, 2024

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							
6,543	8,300	79%	7,757	84%	Range	24,337	31,156	78%	25,512	95%	83,261	67,633
6,543	8,300	79%	7,757	84%	Total Revenues	24,337	31,156	78%	25,512	95%	83,261	67,633
6,543	8,300	79%	7,757	84%	GROSS MARGIN	24,337	31,156	78%	25,512	95%	83,261	67,633
					OPERATING EXPENSES							
0	4,000	0%	3,750	0%	Range Balls	0	6,000	0%	5,792	0%	9,000	3,250
0	0	0%	0	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
0	200	0%	207	0%	Range Expenses	1,182	850	139%	832	142%	2,300	3,022
0	0	0%	0	0%	Repair & Maint - Equipment	1,532	3,200	48%	3,200	48%	3,300	2,100
0	4,200	0%	3,957	0%	TOTAL OPERATING EXPENSES	2,714	10,710	25%	10,496	26%	16,310	9,374
6,543	4,100	160%	3,800	172%	EBITDA	21,623	20,446	106%	15,016	144%	66,951	58,259
6,543	4,100	160%	3,800	172%	NET INCOME	21,623	20,446	106%	15,016	144%	66,951	58,259

The Golf Club at Cypress Head
Golf Shop
For the Five Months Ending February 29, 2024

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							
2,710	3,500	77%	3,404	80%	Handicap Fee	3,755	4,100	92%	3,999	94%	6,430	5,307
1,970	2,300	86%	2,205	89%	Lessons	5,715	11,000	52%	8,576	67%	31,400	15,126
619	1,000	62%	995	62%	Rental Clubs	3,983	3,850	103%	2,595	153%	7,800	10,199
25,565	31,850	80%	31,512	81%	Retail	120,532	89,800	134%	86,776	139%	225,501	320,072
30,864	38,650	80%	38,116	81%	Total Revenues	133,984	108,750	123%	101,946	131%	271,131	350,704
					COST OF GOODS SOLD							
18,263	22,295	82%	23,645	77%	COGS - Merchandise	85,003	62,860	135%	62,705	136%	157,851	224,711
18,263	22,295	82%	23,645	77%	Total COGS	85,003	62,860	135%	62,705	136%	157,851	224,711
12,601	16,355	77%	14,471	87%	GROSS MARGIN	48,981	45,890	107%	39,241	125%	113,280	125,993
71.44%	70.00%	102.05%	75.03%	95.21%	COGS - Merchandise %	70.52%	70.00%	100.75%	72.26%	97.60%	70.00%	860.87%
					PAYROLL							
4,347	3,605	121%	3,931	111%	Gross Payroll - Salaried	20,660	18,025	115%	14,104	146%	43,260	49,539
7,265	7,280	100%	5,474	133%	Gross Payroll - Hourly	33,077	39,260	84%	26,710	124%	94,900	74,402
11,612	10,885	107%	9,404	123%	S/T Wages	53,737	57,285	94%	40,815	132%	138,160	123,941
848	833	102%	716	118%	Payroll Tax - FICA	3,908	4,382	89%	3,111	126%	10,569	9,490
95	96	99%	79	120%	Payroll Tax - UC	202	213	95%	157	129%	504	423
316	214	147%	191	165%	Payroll Tax - WC	1,034	1,129	92%	723	143%	2,801	2,431
1,798	606	297%	618	291%	Benefits	6,395	3,030	211%	3,263	196%	7,385	12,131
3,057	1,749	175%	1,605	191%	S/T Adders	11,539	8,754	132%	7,254	159%	21,260	24,475
14,668	12,634	116%	11,009	133%	TOTAL PAYROLL	65,276	66,039	99%	48,069	136%	159,420	148,416
					OPERATING EXPENSES							
0	100	0%	0	0%	Office Supplies	0	300	0%	0	0%	600	138
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
0	150	0%	137	0%	Supplies	3,472	2,600	134%	2,494	139%	4,300	5,352
55	0	0%	0	0%	Tournament Expense	3,474	110	3159%	47	7457%	1,500	5,138
5,947	5,800	103%	5,778	103%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Repair & Maint - Building	0	200	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
6,002	6,050	99%	5,915	101%	TOTAL OPERATING EXPENSES	16,141	9,585	168%	8,574	188%	14,245	21,417
(8,070)	(2,329)	346%	(2,453)	329%	EBITDA	(32,436)	(29,734)	109%	(17,402)	186%	(60,384)	(43,840)
(8,070)	(2,329)	346%	(2,453)	329%	NET INCOME	(32,436)	(29,734)	109%	(17,402)	186%	(60,384)	(43,840)

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 29, 2024

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												
13,456	14,229	95%	11,507	117%	Gross Payroll - Salaried	70,270	71,146	99%	60,721	116%	170,751	180,165
66	240	27%	61	108%	Gross Payroll - Hourly	788	1,294	61%	262	301%	3,129	1,229
13,522	14,469	93%	11,568	117%	S/T Wages	71,058	72,441	98%	60,983	117%	173,880	181,394
941	1,107	85%	765	123%	Payroll Tax - FICA	6,273	5,542	113%	4,000	157%	13,302	12,278
21	15	141%	38	54%	Payroll Tax - UC	127	138	92%	112	114%	154	131
371	285	130%	229	162%	Payroll Tax - WC	1,699	1,427	119%	1,101	154%	3,525	3,525
3,588	2,567	140%	2,967	121%	Benefits	13,732	12,834	107%	14,726	93%	31,280	31,229
4,920	3,974	124%	3,999	123%	S/T Adders	21,830	19,941	109%	19,939	109%	48,262	47,162
18,442	18,443	100%	15,567	118%	TOTAL PAYROLL	92,888	92,382	101%	80,922	115%	222,142	228,556
OPERATING EXPENSES												
0	1,400	0%	1,394	0%	Janitorial Supplies	1,280	3,600	36%	3,263	39%	7,450	4,763
0	70	0%	65	0%	Laundry/Uniforms	42	1,450	3%	1,331	3%	2,405	266
415	650	64%	635	65%	Office Supplies	2,313	3,450	67%	3,712	62%	6,150	6,628
0	0	0%	0	0%	Printing	0	0	0%	0	0%	0	16
142	150	95%	121	118%	Alarm System	710	1,100	65%	928	77%	2,150	1,671
4,156	800	519%	1,003	414%	Computer Service	8,838	4,000	221%	2,220	398%	9,600	14,086
1,000	700	143%	650	154%	Contract Cleaning	5,075	3,500	145%	3,293	154%	8,400	10,550
3,381	0	0%	0	0%	Guest Relations	5,040	8,500	59%	8,235	61%	8,700	5,064
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
1,846	250	738%	236	782%	Repair & Maint - Equipment	1,851	950	195%	300	617%	3,170	4,452
124	120	103%	111	112%	Repair & Maint - Building	6,030	1,220	494%	1,163	519%	4,520	18,621
206	250	82%	206	100%	Off-Site Storage	1,030	1,250	82%	1,030	100%	3,000	2,472
2,295	2,200	104%	2,177	105%	Utilities - Other	10,909	10,000	109%	9,772	112%	25,200	27,986
199	200	100%	244	82%	Utilities - Telephone/Fax	995	1,000	99%	1,041	96%	2,400	2,311
457	450	102%	422	108%	Bank Charges	1,630	1,850	88%	1,736	94%	4,400	3,526
(48)	0	0%	(187)	26%	Cash Short/(Over)	(689)	0	0%	(372)	185%	0	(582)
240	270	89%	240	100%	Cell Phone	1,200	1,330	90%	1,200	100%	3,220	2,780
3,765	4,541	83%	4,441	85%	City Surcharge R & R	15,414	18,566	83%	17,065	90%	44,187	39,189
5,049	5,000	101%	5,078	99%	Credit Card Discounts	23,963	19,800	121%	19,437	123%	42,800	59,066
0	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
0	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
(324)	150	-216%	(244)	133%	Employee Relations	6,900	2,100	329%	684	1009%	5,800	14,424
9,213	8,500	108%	7,675	120%	Insurance Expense	46,067	42,500	108%	38,376	120%	102,000	104,341
0	50	0%	(846)	0%	Member Relations	321	250	129%	(1,282)	-25%	600	(2,657)
0	0	0%	0	0%	Miscellaneous	8	0	0%	8	0%	0	0
0	2,000	0%	2,000	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
500	450	111%	462	108%	Payroll Processing Fee	2,494	2,050	122%	2,093	119%	5,170	5,823
113	180	63%	179	64%	Postage/Shipping	739	1,030	72%	1,016	73%	2,180	1,756
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(150)	0	0%	(80)	187%	0	(285)
0	150	0%	134	0%	Travel - Meals	0	550	0%	246	0%	850	0
1,308	1,800	73%	1,684	78%	Travel - Other	1,712	3,650	47%	9,787	17%	4,000	2,750
0	20	0%	0	0%	Employee Meals	0	100	0%	25	0%	240	0
34,007	30,351	112%	27,848	122%	TOTAL OPERATING EXPENSES	156,770	151,346	104%	143,753	109%	321,392	348,727
(52,449)	(48,794)	107%	(43,415)	121%	EBITDA	(249,659)	(243,728)	102%	(224,675)	111%	(543,534)	(577,283)
6,592	6,592	100%	6,400	103%	Management Fee	32,960	32,960	100%	31,874	103%	79,104	77,760
6,592	6,592	100%	6,400	103%	Management Fees	32,960	32,960	100%	31,874	103%	79,104	77,760
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
(59,136)	(55,481)	107%	(49,910)	118%	NET INCOME	(283,096)	(277,165)	102%	(257,026)	110%	(623,784)	(656,189)

The Golf Club at Cypress Head
Marketing
For the Five Months Ending February 29, 2024

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							
8,665	5,500	158%	4,086	212%	Gross Payroll - Salaried	34,311	27,500	125%	19,103	180%	66,000	39,153
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	7,008
8,665	5,500	158%	4,086	212%	S/T Wages	34,311	27,500	125%	19,103	180%	66,000	46,161
644	421	153%	310	208%	Payroll Tax - FICA	2,542	2,104	121%	1,474	172%	5,049	3,543
7	23	29%	23	28%	Payroll Tax - UC	102	86	119%	57	178%	117	123
183	108	169%	80	228%	Payroll Tax - WC	628	542	116%	358	175%	1,338	756
719	624	115%	54	1332%	Benefits	2,564	3,118	82%	242	1058%	7,594	2,690
1,553	1,175	132%	468	332%	S/T Adders	5,835	5,849	100%	2,132	274%	14,098	7,113
10,219	6,675	153%	4,553	224%	TOTAL PAYROLL	40,146	33,349	120%	21,235	189%	80,098	53,274
					OPERATING EXPENSES							
445	1,300	34%	112	395%	Advertising & Promotion	7,309	7,700	95%	4,981	147%	28,800	29,032
445	1,300	34%	112	395%	TOTAL OPERATING EXPENSES	7,309	7,700	95%	4,981	147%	28,800	29,032
(10,663)	(7,975)	134%	(4,666)	229%	EBITDA	(47,455)	(41,049)	116%	(26,216)	181%	(108,898)	(82,307)
(10,663)	(7,975)	134%	(4,666)	229%	NET INCOME	(47,455)	(41,049)	116%	(26,216)	181%	(108,898)	(82,307)



May 13, 2024

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 2024 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 2024							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 131,595	\$ 148,887	\$ (17,292)		\$ 484,067	\$ 551,948	\$ (67,881)
Cart Fees	\$ 68,067	\$ 70,881	\$ (2,814)		\$ 278,756	\$ 284,942	\$ (6,186)
Range	\$ 6,543	\$ 8,300	\$ (1,757)		\$ 24,337	\$ 31,156	\$ (6,819)
Pro- Shop Revenues	\$ 30,864	\$ 38,650	\$ (7,786)		\$ 133,984	\$ 108,750	\$ 25,234
City Surcharge R/R	\$ 3,765	\$ 4,541	\$ (776)		\$ 15,414	\$ 18,566	\$ (3,152)
Total Revenue	\$ 240,834	\$ 271,259	\$ (30,425)		\$ 936,558	\$ 995,362	\$ (58,804)
Cost of Sales	\$ 18,263	\$ 22,295	\$ (4,032)		\$ 85,003	\$ 62,860	\$ 22,143
Merchandise	\$ 18,263	\$ 22,295	\$ (4,032)	96%	\$ 85,003	\$ 62,860	\$ 22,143
Gross Margin	\$ 222,571	\$ 248,964	\$ (26,393)		\$ 851,555	\$ 932,502	\$ (80,947)
Total Payroll	\$ 99,266	\$ 97,343	\$ 1,923		\$ 474,169	\$ 504,177	\$ (30,008)
Total Operating Expenses	\$ 75,103	\$ 80,312	\$ (5,209)		\$ 356,925	\$ 364,298	\$ (7,373)
EBITDA	\$ 48,202	\$ 71,309	\$ (23,107)		\$ 20,461	\$ 64,027	\$ (43,566)
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 33,342	\$ 33,342	\$ -
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 32,960	\$ 32,960	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 382	\$ 382	\$ -
Net Cash From Ops	\$ 41,514	\$ 64,621	\$ (23,107)		\$ (12,881)	\$ 30,685	\$ (43,566)
Rounds							
Total Rounds	4,815	5,659	(844)		19,653	22,093	(2,440)
Paid Rounds	4,156	4,978	(822)		16,624	19,186	(2,562)
Avg. GF/CF Total rounds	\$41.47	\$38.84	\$ 2.63		\$38.81	\$37.88	\$ 0.93
Avg. GF/CF Paid rounds	\$48.04	\$44.15	\$ 3.89		\$45.89	\$43.62	\$ 2.27
Avg. Merchandise/round	\$6.41	\$6.83	\$ (0.42)		\$6.82	\$4.92	\$ 1.90

Overview:

Total revenues for February finished \$30.4K shy of budget for the month. With 2.49" of rain recorded in February and below average temperatures, the golf course realized 3 unplayable days, and 4 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 70 degrees with average lows of 51.6. Daytona 500 weekend was so wet they postponed the race to Monday. Total revenues came in at \$240.8K, \$12.5K less than prior year. We played 4,815 total rounds to a budget of 5,659 (under by 844).

- Total Payroll for the month was \$99.3K, over by \$2K. Total Operating Expenses were \$75.1K, under by \$5.2K.
- Rounds were shy of budget by 15%, range revenue (\$6.5K) missed budget by 21%, with several days of closure due to wet conditions.
- While we missed monthly EBITDA and Net Income projections by \$23.1K, we are only \$43.6K behind YTD projections. Considering the horrible weather we have endured over the last 4 months, this is a number we can come back from.

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.

- We have gotten quotes for the cart path work and are aiming for a June start for the front 9 project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in February 2024. We have 1 quote, awaiting a 2nd from a site visit, and still yet to meet with the 3rd. UPDATE: Our 3rd contractor just completed a site visit and submitted a no-quote.
- We also have \$26K in driving range netting repairs and are trying to get some quotes submitted for this. We have 2 quotes in hand that are more than the \$26K.

Tee Sheet Activity:

- There were 4,815 total rounds for the month which included 4,156 paid rounds, 416 Annual Pass rounds and 243 other rounds. These numbers fall 15% shy of budget and 13% less than year.
- Many of our snowbird groups continue to play so our tee sheet utilization is high on good weather days.
- Dynamic pricing continues to be turned off as we evaluate its effectiveness in this market.
- Starters and Players earned a 9.9 Staff Experience rating in February.

FEBRUARY 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	4,156	4,978	4,848	16,624	19,186	18,405
ANNUAL	416	413	413	1,794	1,695	1,695
OTHER	243	268	268	1,235	1,212	1,212
TOTAL ROUNDS	4,815	5,659	5,529	19,653	22,093	21,312

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 2.49" of rain in February, on an already wet golf course. Even with all the wet, cool weather challenges, our turf conditions, and especially our greens, are the best in our area.
- We are currently working on some large drainage projects on #6 and behind the maintenance building by 9 tee and the range.

Golf Shop/Carts

- We generated \$30.8K in Golf Shop sales (under budget by \$7.8K).
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.
- Cart revenue fell short of budget by \$2.8K.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$1,970 in lessons in February.



- 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. The MGA averaged 76 players in February, the WGA 18-holers, about 36, and the WGA 9-holers averaged 38 players.
- February was a slow month for tournament activity. We hosted the Florida junior Tour, hosting some of the country's best juniors, ages 9-12. We also hosted some small outings and leagues in February with 320 players, generating \$12.3K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head was voted as a top 25 public course in Florida by GolfPass, an affiliate of GolfNow.
- The website has been revamped and is much more streamlined and updated.
- We have installed Noteefy, an automated tee time assistant to assist golfers find their preferred times and help us fill in late cancellations.
- 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.
- Outside tournament bookings are very strong as we are booking for Fall 2024 and beyond currently.
- We continue to maintain our database of emails with approximately 15,061 unique e-mail addresses (+280 from prior month). Our Facebook followers are at 1,591 (up 13) and Instagram is up to 483 (up 5) followers.
- Nightly surveys continued to be strong in February, highlighted by 150 surveys being submitted and an NPS of 81.0 (Please see table below).

Last Month

	Week of 01/28	Week of 02/04	Week of 02/11	Week of 02/18	Week of 02/25	Total
# of responses	🔴 21	34	39	28	28	150

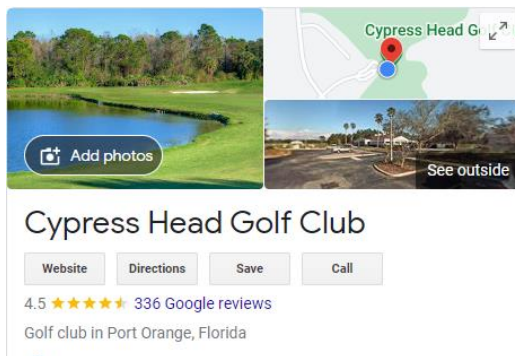
Net Promoter Score

Property NPS	🔴 81.0	76.5 ○	87.2 ○	85.7 ○	85.7 ○	83.3
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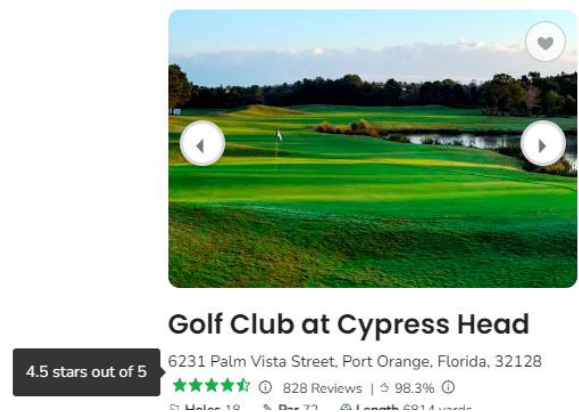
Key Metrics

Likelihood to Return	🔴 9.7	9.0 ○	9.5 ○	9.8 ○	9.4 ○	9.5
Overall Experience Satisfaction	🔴 9.3	9.0 ○	9.5 ○	9.5 ○	9.3 ○	9.3
Service Satisfaction	🔴 9.8	9.7 ○	9.8 ○	9.8 ○	9.5 ○	9.7
Value Perception	🔴 9.2	8.4 ○	8.6 ○	9.4 ↑	8.6 ○	8.8

Google Ratings



GolfAdvisor Ratings



KemperSports Leadership Conference 2024

- Jeff Dayton attended the conference held in Chicago Feb.26-29. On behalf of the team at Cypress Head, Jeff collected the Par Club award for making budget and the True Service Award for maintaining an NPS of at least 70.0. This marks the 6th consecutive year that the team has made budget.
- During the conference, the team collaborated with other colleagues within the company on various topics, including True Service 3.0, Team Building, Insurance, and Stress Relief.
- We enjoyed industry insight and discussion from Roger Steele (#MakeGolfCool) and Roy Williams, Hall of Fame basketball coach.
- The week included a Charity Event, where we assembled bears, rocking chairs, and rocking horses for disadvantaged children.

Insights:

- The Golf Advisory Board met on March 5th and seems very pleased in the direction of the property. They continue to support Jeff Dayton and Darren Bache.

Year to Date Summary

The super El Nino weather pattern continued to wreak havoc in February. With cooler temps and persistent rainfall, we failed to make budget for the fourth month in a row. With our fourth off month in a row, we have only fallen behind of our YTD target by \$43.6K. We feel strongly that as Spring weather approaches, our course and facility are prime for a comeback.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2024

	<u>03/31/24</u>	<u>09/30/23</u>	<u>03/31/23</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	410,215	297,893	422,848
Cash - Payroll	33,324	50,456	20,721
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>444,889</u>	<u>349,699</u>	<u>444,919</u>
Accounts Receivable			
A/R Member	118	47,275	415
Total Accounts Recievable	<u>118</u>	<u>47,275</u>	<u>415</u>
Other Current Assets			
Inventory - Merchandise	140,395	99,360	86,046
Prepaid Insurance	26,869	45,051	22,242
Prepaid Exp - Other	30,507	11,388	20,176
Total Other Current Assets	<u>197,771</u>	<u>155,800</u>	<u>128,465</u>
TOTAL CURRENT ASSETS	<u>642,779</u>	<u>552,774</u>	<u>573,799</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	(32,834)	(32,261)	(31,688)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,314</u>	<u>3,887</u>	<u>4,460</u>
TOTAL ASSETS	<u><u>646,092</u></u>	<u><u>556,661</u></u>	<u><u>578,259</u></u>

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2024

	<u>03/31/24</u>	<u>09/30/23</u>	<u>03/31/23</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	142,667	51,356	103,531
Accts Pay - Other	209,887	208,653	124,296
Accrued Expenses	4,509	2,415	74
Accrued Payroll	36,857	50,567	29,204
Accrued Taxes	16,955	7,122	15,681
Deferred Revenue	<u>159,990</u>	<u>236,547</u>	<u>166,521</u>
TOTAL CURRENT LIABILITIES	<u>570,864</u>	<u>556,659</u>	<u>439,307</u>
TOTAL LIABILITIES	<u>570,864</u>	<u>556,659</u>	<u>439,307</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>75,228</u>	<u>2</u>	<u>138,952</u>
Net Retained Earnings	<u>75,228</u>	<u>2</u>	<u>138,952</u>
Stockholders Equity	<u>75,228</u>	<u>2</u>	<u>138,952</u>
TOTAL STOCKHOLDER'S EQUITY	<u>75,228</u>	<u>2</u>	<u>138,952</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u><u>646,092</u></u>	<u><u>556,661</u></u>	<u><u>578,259</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2024

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												
155,197	162,773	95%	147,881	105%	Green Fees	639,263	714,721	89%	652,002	98%	1,227,781	1,153,295
81,769	76,414	107%	67,610	121%	Cart Fee	360,525	361,355	100%	317,399	114%	666,486	655,444
2,600	1,200	217%	1,140	228%	Handicap Fee	6,355	5,300	120%	5,139	124%	6,430	6,767
1,970	2,500	79%	2,475	80%	Lessons	7,685	13,500	57%	11,051	70%	31,400	14,621
1,454	1,000	145%	890	163%	Rental Clubs	5,437	4,850	112%	3,485	156%	7,800	10,763
30,767	31,950	96%	31,818	97%	Retail	151,299	121,750	124%	118,594	128%	225,501	319,021
7,861	9,685	81%	8,745	90%	Range	32,198	40,841	79%	34,257	94%	83,261	66,750
4,509	4,878	92%	4,778	94%	City Surcharge R & R	19,922	23,444	85%	21,843	91%	44,187	38,920
286,127	290,400	99%	265,336	108%	Total Revenues	1,222,685	1,285,762	95%	1,163,769	105%	2,292,847	2,265,581
COST OF GOODS SOLD												
18,708	22,365	84%	21,473	87%	COGS - Merchandise	103,711	85,225	122%	84,178	123%	157,851	221,946
18,708	22,365	84%	21,473	87%	Total COGS	103,711	85,225	122%	84,178	123%	157,851	221,946
267,419	268,035	100%	243,863	110%	GROSS MARGIN	1,118,974	1,200,537	93%	1,079,591	104%	2,134,996	2,043,635
60.81%	70.00%	86.86%	67.49%	90.10%	COGS - Merchandise %	68.55%	70.00%	97.92%	70.98%	96.57%	70.00%	854.19%
PAYROLL												
36,841	34,713	106%	31,139	118%	Gross Payroll - Salaried	219,352	208,275	105%	178,983	123%	416,550	409,885
50,181	52,465	96%	44,335	113%	Gross Payroll - Hourly	262,466	306,419	86%	234,390	112%	618,341	512,400
87,022	87,178	100%	75,474	115%	S/T Wages	481,818	514,694	94%	413,373	117%	1,034,892	922,284
6,476	6,669	97%	5,488	118%	Payroll Tax - FICA	36,932	39,374	94%	30,453	121%	79,169	68,385
453	318	143%	392	116%	Payroll Tax - UC	1,801	1,693	106%	1,461	123%	2,816	2,781
1,490	1,803	83%	1,933	77%	Payroll Tax - WC	9,377	10,225	92%	7,969	118%	20,986	17,304
1,548	6,833	23%	5,759	27%	Benefits	41,230	40,992	101%	32,904	125%	83,261	76,910
9,967	15,624	64%	13,572	73%	S/T Adders	89,340	92,285	97%	72,787	123%	186,231	165,381
96,989	102,801	94%	89,045	109%	TOTAL PAYROLL	571,158	606,979	94%	486,160	117%	1,221,123	1,087,665
OPERATING EXPENSES												
118	50	237%	36	328%	Cart Supplies	403	650	62%	584	69%	950	553
530	800	66%	530	100%	Chemicals	4,162	4,800	87%	2,888	144%	9,600	9,955
271	0	0%	99	274%	Course Accessories	1,810	4,200	43%	1,994	91%	7,400	10,108
10,508	11,600	91%	12,033	87%	Fertilizer	29,486	38,800	76%	31,642	93%	61,100	55,231
0	0	0%	680	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
973	2,000	49%	2,213	44%	Fuel	8,273	8,600	96%	9,315	89%	20,300	18,584
229	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
3,047	1,000	305%	832	366%	Herbicides	15,880	12,900	123%	20,089	79%	32,600	35,119
1,062	800	133%	784	135%	Insecticides	5,579	1,200	465%	1,029	542%	11,800	11,804
786	800	98%	743	106%	Janitorial Supplies	2,066	4,400	47%	4,007	52%	7,450	4,806
0	180	0%	174	0%	Laundry/Uniforms	42	1,630	3%	1,504	3%	2,405	92
502	400	126%	215	233%	Office Supplies	2,815	4,150	68%	3,927	72%	6,750	7,053
0	0	0%	16	0%	Printing	1,598	0	0%	16	10308%	0	2,688
3,250	0	0%	0	0%	Range Balls	6,000	3,250	54%	5,792	56%	9,000	6,500
0	800	0%	0	0%	Range Equipment	1,460	0	0%	672	0%	1,710	1,002
0	750	0%	726	0%	Range Expenses	1,182	1,600	74%	1,557	76%	2,300	2,296
0	0	0%	0	0%	Sand/Topdress	4,297	3,900	110%	4,961	87%	12,900	14,063
0	0	0%	0	0%	Seeds/Trees	3,520	7,000	50%	5,560	63%	8,500	4,970
40	0	0%	0	0%	Small Tools	40	1,200	3%	493	8%	2,400	40
0	0	0%	144	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
1,458	1,050	139%	1,054	138%	Supplies	5,287	6,150	86%	6,085	87%	7,550	7,857
875	1,300	67%	1,271	69%	Tournament Expense	4,349	1,410	308%	1,317	330%	1,500	4,742
292	150	195%	121	242%	Alarm System	1,002	1,250	80%	1,048	96%	2,150	1,842
0	50	0%	57	0%	Cart Repairs	47	1,650	3%	1,403	3%	1,950	572
1,181	800	148%	420	281%	Computer Service	10,019	4,800	209%	2,640	380%	9,600	14,847
1,000	700	143%	650	154%	Contract Cleaning	6,075	4,200	145%	3,943	154%	8,400	10,900
378	50	756%	23	1617%	Guest Relations	5,418	8,550	63%	8,258	66%	8,700	5,418
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
1,872	900	208%	363	515%	Irrigation	2,572	5,400	48%	4,358	59%	10,800	4,694
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	18	0%	0	18
0	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	171	1692%	3,000	3,063
1,721	2,180	79%	2,244	77%	Repair & Maint - Equipment	11,627	15,330	76%	16,685	70%	28,070	30,154
155	1,100	14%	1,086	14%	Repair & Maint - Building	7,365	3,020	244%	2,953	249%	5,920	19,820
7,141	8,577	83%	8,577	83%	Cart Lease	42,846	51,462	83%	51,462	83%	102,924	94,308
9,945	7,166	139%	7,140	139%	Equipment Lease	59,670	42,996	139%	42,840	139%	85,992	102,510
206	250	82%	206	100%	Off-Site Storage	1,236	1,000	124%	1,236	100%	3,000	2,472
1,000	1,020	98%	998	100%	Utilities - Electric	5,747	5,420	106%	5,429	106%	11,440	11,895
3,653	3,950	92%	3,881	94%	Utilities - Other	22,788	22,700	100%	21,270	107%	46,200	49,214
199	200	100%	197	101%	Utilities - Telephone/Fax	1,194	1,200	99%	1,238	96%	2,400	2,313
304	216	141%	212	143%	Utilities - Water	1,646	1,296	127%	1,392	118%	2,592	2,872
1,492	1,300	115%	566	264%	Advertising & Promotion	8,802	9,000	98%	5,547	159%	28,800	29,958
432	350	123%	397	109%	Bank Charges	2,061	2,200	94%	2,133	97%	4,400	3,561
(172)	0	0%	(79)	218%	Cash Short/(Over)	(861)	0	0%	(451)	191%	0	(675)

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2024

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
240	270	89%	240	100%	Cell Phone	1,440	1,600	90%	1,440	100%	3,220	2,780
4,509	4,878	92%	4,778	94%	City Surcharge R & R	19,922	23,444	85%	21,843	91%	44,187	38,920
6,023	6,000	100%	6,023	100%	Credit Card Discounts	29,986	25,800	116%	25,460	118%	42,800	59,065
0	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
0	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
75	160	47%	160	47%	Education & Training	1,142	590	193%	670	170%	740	2,407
77	2,800	3%	3,159	2%	Employee Relations	7,513	5,200	144%	4,021	187%	6,400	12,379
0	0	0%	0	0%	Employee Testing	89	32	278%	66	135%	64	171
9,213	8,500	108%	7,675	120%	Insurance Expense	55,280	51,000	108%	46,051	120%	102,000	105,879
35	50	70%	(4)	-795%	Member Relations	356	300	119%	(1,287)	-28%	600	(2,618)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
524	570	92%	565	93%	Payroll Processing Fee	3,018	2,620	115%	2,658	114%	5,170	5,782
214	250	86%	246	87%	Postage/Shipping	953	1,280	74%	1,262	76%	2,180	1,724
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(180)	0	0%	(110)	164%	200	(285)
0	0	0%	0	0%	Travel - Meals	0	550	0%	246	0%	850	0
211	50	422%	4	6017%	Travel - Other	1,923	3,700	52%	9,790	20%	4,000	2,958
0	20	0%	0	0%	Employee Meals	0	120	0%	25	0%	240	0
75,540	74,037	102%	71,425	106%	TOTAL OPERATING EXPENSES	432,464	438,335	99%	415,831	104%	828,099	855,923
94,890	91,197	104%	83,393	114%	EBITDA	115,351	155,223	74%	177,600	65%	85,774	100,047
6,592	6,592	100%	6,400	103%	Management Fee	39,552	39,552	100%	38,274	103%	79,104	77,952
6,592	6,592	100%	6,400	103%	Management Fees	39,552	39,552	100%	38,274	103%	79,104	77,952
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
88,203	84,509	104%	76,897	115%	NET INCOME	75,226	115,098	65%	138,753	54%	5,524	20,949

The Golf Club at Cypress Head
Course & Grounds
For the Six Months Ending March 31, 2024

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												
155,197	162,773	95%	147,881	105%	Green Fees	639,263	714,721	89%	652,002	98%	1,227,781	1,153,295
4,509	4,878	92%	4,778	94%	City Surcharge R & R	19,922	23,444	85%	21,843	91%	44,187	38,920
159,705	167,651	95%	152,659	105%	Total Revenues	659,186	738,165	89%	673,845	98%	1,271,968	1,192,215
159,705	167,651	95%	152,659	105%	GROSS MARGIN	659,186	738,165	89%	673,845	98%	1,271,968	1,192,215
PAYROLL												
11,628	11,378	102%	11,290	103%	Gross Payroll - Salaried	68,899	68,270	101%	65,205	106%	136,539	135,665
24,302	28,051	87%	22,435	108%	Gross Payroll - Hourly	135,717	163,081	83%	135,115	100%	328,670	263,978
35,930	39,429	91%	33,724	107%	S/T Wages	204,616	231,350	88%	200,320	102%	465,209	399,643
2,667	3,016	88%	2,458	108%	Payroll Tax - FICA	15,155	17,698	86%	14,860	102%	35,588	29,567
164	99	165%	165	99%	Payroll Tax - UC	667	696	96%	615	108%	819	772
590	816	72%	881	67%	Payroll Tax - WC	3,845	4,596	84%	3,861	100%	9,434	7,559
(443)	3,028	-15%	2,429	-18%	Benefits	16,070	18,159	88%	11,638	138%	36,892	31,555
2,977	6,959	43%	5,932	50%	S/T Adders	35,738	41,150	87%	30,975	115%	82,733	69,452
38,908	46,387	84%	39,657	98%	TOTAL PAYROLL	240,354	272,501	88%	231,294	104%	547,942	469,095
OPERATING EXPENSES												
530	800	66%	530	100%	Chemicals	4,162	4,800	87%	2,888	144%	9,600	9,955
271	0	0%	99	274%	Course Accessories	1,810	4,200	43%	1,994	91%	7,400	10,108
10,508	11,600	91%	12,033	87%	Fertilizer	29,486	38,800	76%	31,642	93%	61,100	55,231
0	0	0%	680	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
973	2,000	49%	2,213	44%	Fuel	8,273	8,600	96%	9,315	89%	20,300	18,584
229	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
3,047	1,000	305%	832	366%	Herbicides	15,880	12,900	123%	20,089	79%	32,600	35,119
1,062	800	133%	784	135%	Insecticides	5,579	1,200	465%	1,029	542%	11,800	11,804
0	0	0%	0	0%	Sand/Topdress	4,297	3,900	110%	4,961	87%	12,900	14,063
0	0	0%	0	0%	Seeds/Trees	3,520	7,000	50%	5,560	63%	8,500	4,970
40	0	0%	0	0%	Small Tools	40	1,200	3%	493	8%	2,400	40
0	0	0%	144	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
1,872	900	208%	363	515%	Irrigation	2,572	5,400	48%	4,358	59%	10,800	4,694
0	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	171	1692%	3,000	3,063
731	1,800	41%	1,866	39%	Repair & Maint - Equipment	7,254	10,800	67%	12,806	57%	21,600	22,990
200	0	0%	150	133%	Repair & Maint - Building	1,380	500	276%	854	161%	1,000	2,180
9,945	7,166	139%	7,140	139%	Equipment Lease	59,670	42,996	139%	42,840	139%	85,992	102,510
253	270	94%	264	96%	Utilities - Electric	1,597	1,620	99%	1,659	96%	3,240	3,590
1,394	1,750	80%	1,761	79%	Utilities - Other	9,621	10,500	92%	9,377	103%	21,000	21,090
304	216	141%	212	143%	Utilities - Water	1,646	1,296	127%	1,392	118%	2,592	2,872
75	160	47%	160	47%	Education & Training	540	590	92%	670	81%	740	705
0	0	0%	400	0%	Employee Relations	536	300	179%	578	93%	600	637
0	0	0%	0	0%	Employee Testing	89	32	278%	66	135%	64	171
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
31,434	28,462	110%	29,631	106%	TOTAL OPERATING EXPENSES	165,626	162,784	102%	155,882	106%	330,078	337,822
89,364	92,802	96%	83,371	107%	EBITDA	253,206	302,881	84%	286,669	88%	393,949	385,297
89,364	92,802	96%	83,371	107%	NET INCOME	253,206	302,881	84%	286,669	88%	393,949	385,297

The Golf Club at Cypress Head
Carts
For the Six Months Ending March 31, 2024

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							
81,769	76,414	107%	67,610	121%	Cart Fee	360,525	361,355	100%	317,399	114%	666,486	655,444
81,769	76,414	107%	67,610	121%	Total Revenues	360,525	361,355	100%	317,399	114%	666,486	655,444
81,769	76,414	107%	67,610	121%	GROSS MARGIN	360,525	361,355	100%	317,399	114%	666,486	655,444
					PAYROLL							
17,079	16,089	106%	14,179	120%	Gross Payroll - Hourly	84,084	94,458	89%	64,582	130%	191,643	164,703
17,079	16,089	106%	14,179	120%	S/T Wages	84,084	94,458	89%	64,582	130%	191,643	164,703
1,338	1,231	109%	1,114	120%	Payroll Tax - FICA	6,585	7,226	91%	5,092	129%	14,661	12,952
194	145	134%	160	121%	Payroll Tax - UC	607	486	125%	453	134%	1,221	1,303
285	333	86%	350	81%	Payroll Tax - WC	1,556	1,877	83%	1,222	127%	3,887	3,120
(398)	9	-4285%	133	-300%	Benefits	79	55	145%	(163)	-49%	110	113
1,418	1,718	83%	1,757	81%	S/T Adders	8,827	9,643	92%	6,605	134%	19,879	17,489
18,497	17,807	104%	15,936	116%	TOTAL PAYROLL	92,911	104,101	89%	71,187	131%	211,522	182,192
					OPERATING EXPENSES							
118	50	237%	36	328%	Cart Supplies	403	650	62%	584	69%	950	553
105	250	42%	256	41%	Supplies	462	2,750	17%	2,794	17%	3,250	1,950
0	50	0%	57	0%	Cart Repairs	47	1,650	3%	1,403	3%	1,950	572
7,141	8,577	83%	8,577	83%	Cart Lease	42,846	51,462	83%	51,462	83%	102,924	94,308
747	750	100%	734	102%	Utilities - Electric	4,150	3,800	109%	3,770	110%	8,200	8,305
8,111	9,677	84%	9,661	84%	TOTAL OPERATING EXPENSES	47,908	60,312	79%	60,012	80%	117,274	105,688
55,161	48,930	113%	42,013	131%	EBITDA	219,707	196,942	112%	186,200	118%	337,691	367,563
55,161	48,930	113%	42,013	131%	NET INCOME	219,707	196,942	112%	186,200	118%	337,691	367,563

The Golf Club at Cypress Head
Range
For the Six Months Ending March 31, 2024

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							
7,861	9,685	81%	8,745	90%	Range	32,198	40,841	79%	34,257	94%	83,261	66,750
7,861	9,685	81%	8,745	90%	Total Revenues	32,198	40,841	79%	34,257	94%	83,261	66,750
7,861	9,685	81%	8,745	90%	GROSS MARGIN	32,198	40,841	79%	34,257	94%	83,261	66,750
					OPERATING EXPENSES							
3,250	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
0	800	0%	0	0%	Range Equipment	0	1,460	0%	672	0%	1,710	1,002
0	750	0%	726	0%	Range Expenses	1,182	1,600	74%	1,557	76%	2,300	2,296
0	0	0%	0	0%	Repair & Maint - Equipment	1,532	3,200	48%	3,200	48%	3,300	2,100
3,250	1,550	210%	726	448%	TOTAL OPERATING EXPENSES	5,964	12,260	49%	11,221	53%	16,310	11,899
4,611	8,135	57%	8,019	57%	EBITDA	26,234	28,581	92%	23,035	114%	66,951	54,851
4,611	8,135	57%	8,019	57%	NET INCOME	26,234	28,581	92%	23,035	114%	66,951	54,851

The Golf Club at Cypress Head
Golf Shop
For the Six Months Ending March 31, 2024

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							
2,600	1,200	217%	1,140	228%	Handicap Fee	6,355	5,300	120%	5,139	124%	6,430	6,767
1,970	2,500	79%	2,475	80%	Lessons	13,500	13,500	57%	11,051	70%	31,400	14,621
1,454	1,000	145%	890	163%	Rental Clubs	5,437	4,850	112%	3,485	156%	7,800	10,763
30,767	31,950	96%	31,818	97%	Retail	151,299	121,750	124%	118,594	128%	225,501	319,021
36,791	36,650	100%	36,323	101%	Total Revenues	170,776	145,400	117%	138,269	124%	271,131	351,173
					COST OF GOODS SOLD							
18,708	22,365	84%	21,473	87%	COGS - Merchandise	103,711	85,225	122%	84,178	123%	157,851	221,946
18,708	22,365	84%	21,473	87%	Total COGS	103,711	85,225	122%	84,178	123%	157,851	221,946
18,083	14,285	127%	14,850	122%	GROSS MARGIN	67,065	60,175	111%	54,091	124%	113,280	129,227
60.81%	70.00%	86.86%	67.49%	90.10%	COGS - Merchandise %	68.55%	70.00%	97.92%	70.98%	96.57%	70.00%	854.19%
					PAYROLL							
4,830	3,605	134%	4,641	104%	Gross Payroll - Salaried	25,491	21,630	118%	18,745	136%	43,260	49,728
8,747	8,060	109%	6,045	145%	Gross Payroll - Hourly	41,824	47,320	88%	32,755	128%	94,900	77,104
13,577	11,665	116%	10,686	127%	S/T Wages	67,314	68,950	98%	51,500	131%	138,160	126,832
1,020	892	114%	809	126%	Payroll Tax - FICA	4,928	5,275	93%	3,920	126%	10,569	9,701
95	67	142%	67	142%	Payroll Tax - UC	297	280	106%	224	133%	504	451
234	241	97%	264	88%	Payroll Tax - WC	1,267	1,370	93%	988	128%	2,801	2,401
835	606	138%	621	134%	Benefits	7,230	3,636	199%	3,884	186%	7,385	12,344
2,183	1,807	121%	1,761	124%	S/T Adders	13,722	10,561	130%	9,015	152%	21,260	24,897
15,760	13,472	117%	12,447	127%	TOTAL PAYROLL	81,036	79,511	102%	60,516	134%	159,420	151,729
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	0	300	0%	0	0%	600	138
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
1,353	800	169%	798	170%	Supplies	4,825	3,400	142%	3,291	147%	4,300	5,907
875	1,300	67%	1,271	69%	Tournament Expense	4,349	1,410	308%	1,317	330%	1,500	4,742
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	100	0%	0	0%	Repair & Maint - Building	0	300	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
2,228	2,200	101%	2,069	108%	TOTAL OPERATING EXPENSES	18,369	11,785	156%	10,643	173%	14,245	21,576
96	(1,387)	-7%	334	29%	EBITDA	(32,340)	(31,121)	104%	(17,068)	189%	(60,384)	(44,078)
96	(1,387)	-7%	334	29%	NET INCOME	(32,340)	(31,121)	104%	(17,068)	189%	(60,384)	(44,078)

The Golf Club at Cypress Head
G & A
For the Six Months Ending March 31, 2024

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												
14,250	14,229	100%	13,512	105%	Gross Payroll - Salaried	84,520	85,376	99%	74,233	114%	170,751	180,903
54	266	20%	49	111%	Gross Payroll - Hourly	841	1,560	54%	310	271%	3,129	1,234
14,304	14,495	99%	13,560	105%	S/T Wages	85,361	86,936	98%	74,543	115%	173,880	182,137
1,000	1,109	90%	857	117%	Payroll Tax - FICA	7,273	6,651	109%	4,857	150%	13,302	12,421
1	2	39%	0	221%	Payroll Tax - UC	128	140	91%	112	114%	154	131
246	300	82%	356	69%	Payroll Tax - WC	1,945	1,727	113%	1,457	134%	3,525	3,415
1,061	2,567	41%	2,530	42%	Benefits	14,793	15,401	96%	17,256	86%	31,280	29,760
2,308	3,978	58%	3,743	62%	S/T Adders	24,139	23,919	101%	23,682	102%	48,262	45,728
16,612	18,473	90%	17,303	96%	TOTAL PAYROLL	109,500	110,854	99%	98,226	111%	222,142	227,865
OPERATING EXPENSES												
786	800	98%	743	106%	Janitorial Supplies	2,066	4,400	47%	4,007	52%	7,450	4,806
0	180	0%	174	0%	Laundry/Uniforms	42	1,630	3%	1,504	3%	2,405	92
502	400	126%	215	233%	Office Supplies	2,815	3,850	73%	3,927	72%	6,150	6,915
0	0	0%	16	0%	Printing	0	0	0%	16	0%	0	0
292	150	195%	121	242%	Alarm System	1,002	1,250	80%	1,048	96%	2,150	1,842
1,161	800	148%	420	281%	Computer Service	10,019	4,800	209%	2,640	380%	9,600	14,847
1,000	700	143%	650	154%	Contract Cleaning	6,075	4,200	145%	3,943	154%	8,400	10,900
378	50	756%	23	1617%	Guest Relations	5,418	8,550	63%	8,258	66%	8,700	5,418
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
990	380	261%	379	261%	Repair & Maint - Equipment	2,841	1,330	214%	679	419%	3,170	5,063
(45)	1,000	-5%	936	-5%	Repair & Maint - Building	5,985	2,220	270%	2,099	285%	4,520	17,640
206	250	82%	206	100%	Off-Site Storage	1,236	1,500	82%	1,236	100%	3,000	2,472
2,259	2,200	103%	2,121	107%	Utilities - Other	13,167	12,200	108%	11,893	111%	25,200	28,124
199	200	100%	197	101%	Utilities - Telephone/Fax	1,194	1,200	99%	1,238	96%	2,400	2,313
432	350	123%	397	109%	Bank Charges	2,061	2,200	94%	2,133	97%	4,400	3,561
(172)	0	0%	(79)	218%	Cash Short/(Over)	(861)	0	0%	(451)	191%	0	(675)
240	270	89%	240	100%	Cell Phone	1,440	1,600	90%	1,440	100%	3,220	2,780
4,509	4,878	92%	4,778	94%	City Surcharge R & R	19,922	23,444	85%	21,843	91%	44,187	38,920
6,023	6,000	100%	6,023	100%	Credit Card Discounts	29,986	25,800	116%	25,460	118%	42,800	59,065
0	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
0	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
77	2,800	3%	2,759	3%	Employee Relations	6,978	4,900	142%	3,443	203%	5,800	11,742
9,213	8,500	108%	7,675	120%	Insurance Expense	55,280	51,000	108%	46,051	120%	102,000	105,879
35	50	70%	(4)	-795%	Member Relations	356	300	119%	(1,287)	-28%	600	(2,618)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
524	570	92%	565	93%	Payroll Processing Fee	3,018	2,620	115%	2,658	114%	5,170	5,782
214	250	86%	246	87%	Postage/Shipping	953	1,280	74%	1,262	76%	2,180	1,724
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(180)	0	0%	(110)	164%	0	(285)
0	0	0%	0	0%	Travel - Meals	0	550	0%	246	0%	850	0
211	50	422%	4	6017%	Travel - Other	1,923	3,700	52%	9,790	20%	4,000	2,958
0	20	0%	0	0%	Employee Meals	0	120	0%	25	0%	240	0
29,025	30,848	94%	28,773	101%	TOTAL OPERATING EXPENSES	185,795	182,194	102%	172,525	108%	321,392	348,979
(45,637)	(49,321)	93%	(46,076)	99%	EBITDA	(295,295)	(293,048)	101%	(270,751)	109%	(543,534)	(576,844)
6,592	6,592	100%	6,400	103%	Management Fee	39,552	39,552	100%	38,274	103%	79,104	77,952
6,592	6,592	100%	6,400	103%	Management Fees	39,552	39,552	100%	38,274	103%	79,104	77,952
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
(52,324)	(56,008)	93%	(52,572)	100%	NET INCOME	(335,421)	(333,174)	101%	(309,598)	108%	(623,784)	(655,942)

The Golf Club at Cypress Head
Marketing
For the Six Months Ending March 31, 2024

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							
6,132	5,500	111%	1,697	361%	Gross Payroll - Salaried	40,443	33,000	123%	20,800	194%	66,000	43,589
0	0	0%	1,628	0%	Gross Payroll - Hourly	0	0	0%	1,628	0%	0	5,380
6,132	5,500	111%	3,324	184%	S/T Wages	40,443	33,000	123%	22,427	180%	66,000	48,969
451	421	107%	250	180%	Payroll Tax - FICA	2,992	2,525	119%	1,724	174%	5,049	3,743
0	5	0%	0	0%	Payroll Tax - UC	102	90	113%	57	178%	117	123
135	114	119%	82	164%	Payroll Tax - WC	763	656	116%	441	173%	1,338	809
494	624	79%	45	1090%	Benefits	3,057	3,741	82%	288	1063%	7,594	3,139
1,080	1,163	93%	378	286%	S/T Adders	6,914	7,011	99%	2,510	275%	14,098	7,815
7,212	6,663	108%	3,702	195%	TOTAL PAYROLL	47,357	40,011	118%	24,937	190%	80,098	56,784
					OPERATING EXPENSES							
1,492	1,300	115%	566	264%	Advertising & Promotion	8,802	9,000	98%	5,547	159%	28,800	29,958
1,492	1,300	115%	566	264%	TOTAL OPERATING EXPENSES	8,802	9,000	98%	5,547	159%	28,800	29,958
(8,704)	(7,963)	109%	(4,268)	204%	EBITDA	(56,159)	(49,011)	115%	(30,485)	184%	(108,898)	(86,742)
(8,704)	(7,963)	109%	(4,268)	204%	NET INCOME	(56,159)	(49,011)	115%	(30,485)	184%	(108,898)	(86,742)

**The Golf Club at Cypress Head
Course Cash Flow Report
March 31, 2024**

	<i>March</i>	<i>YTD</i>
EBITDA	\$94,890.47	\$115,351.41
Management Fee Expense	(6,592.00)	(39,552.00)
Depreciation & Amortization	(95.53)	(573.18)
Net Income	88,202.94	75,226.23
Working Capital Changes		
Inventory	(8,146.50)	(41,035.72)
Receivables	6,775.00	47,156.94
Payables	(10,862.71)	91,311.60
Due to from the City	(304.36)	1,234.31
Prepays	(4,442.19)	(936.03)
Accrued Liabilities	(24,836.37)	(1,783.00)
Other Liabilities	(13,985.20)	(76,557.35)
Depreciation & Amortization	95.53	573.18
Operating Cash Flow	32,496.14	95,190.16
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	32,496.14	95,190.16
Beginning Cash	412,393.27	349,699.25
Net Cash Flows	32,496.14	95,190.16
Ending Cash	444,889.41	444,889.41

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 3/1/2024
Account: First

To:
3/31/2024
Last

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

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$336,964.47	\$298,589.86	\$225,339.01	\$73,250.85	\$410,215.32
	10050-5950-900	Cash - Course Payroll BMO	\$74,078.80	\$70,000.00	\$110,754.71	(\$40,754.71)	\$33,324.09
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$6,893.00	\$13,056.81	\$19,831.81	(\$6,775.00)	\$118.00
	12000-5950-900	Inventory - Merchandise	\$132,248.94	\$26,854.32	\$18,707.82	\$8,146.50	\$140,395.44
	13020-5950-900	Prepaid Insurance	\$17,533.39	\$18,549.00	\$9,213.41	\$9,335.59	\$26,868.98
	13040-5950-900	Prepaid Exp - Other	\$35,400.28	\$1,290.00	\$6,183.40	(\$4,893.40)	\$30,506.88
	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	(\$5,109.98)	\$0.00	\$23.12	(\$23.12)	(\$5,133.10)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,628.68)	\$0.00	\$72.41	(\$27.41)	(\$27,701.09)
	30000-5950-900	Accts Pay - Trade	(\$153,529.84)	\$117,881.77	\$107,019.06	\$10,862.71	(\$142,667.13)
	30040-5950-900	Accts Pay - Other	(\$210,191.35)	\$17,893.91	\$17,589.55	\$304.36	(\$209,886.99)
	31000-5950-900	Accrued Expenses	(\$403.00)	\$403.00	\$4,508.71	(\$4,105.71)	(\$4,508.71)
	31020-5950-900	Accrued Payroll	(\$68,329.78)	\$55,761.82	\$24,288.72	\$31,473.10	(\$36,856.68)
	31080-5950-900	Accrued Tips Payable	(\$324.00)	\$696.00	\$372.00	\$324.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$14,100.27)	\$14,100.27	\$16,955.29	(\$2,855.02)	(\$16,955.29)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,508.71	\$4,508.71	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$7,971.84)	\$1,285.14	\$2,245.20	(\$960.06)	(\$8,931.90)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$13,247.55)	\$0.00	\$1,996.22	(\$1,996.22)	(\$15,243.77)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$19,286.14)	\$2,755.26	\$0.00	\$2,755.26	(\$16,530.88)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$29,900.61)	\$4,271.65	\$0.00	\$4,271.65	(\$25,628.96)
	32070-5950-900	Deferred Rev - Gift Cards	(\$45,620.14)	\$3,612.17	\$885.00	\$2,727.17	(\$42,892.97)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,191.69)	\$1,446.35	\$1,774.19	(\$327.84)	(\$11,519.53)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$46,756.89)	\$9,425.11	\$1,909.87	\$7,515.24	(\$39,241.65)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$31,548.24)	\$0.00	\$7,026.91	(\$7,026.91)	(\$38,575.15)
	5003A-5950-100	Green Fee - Group	(\$59,079.20)	\$0.00	\$15,887.38	(\$15,887.38)	(\$74,966.58)
	50040-5950-100	Green Fees - Member	(\$354.73)	\$0.00	\$0.00	\$0.00	(\$354.73)
	5006A-5950-100	Green Fee - Junior	(\$2,289.89)	\$0.00	\$478.88	(\$478.88)	(\$2,768.77)
	50070-5950-100	Green Fees - (surcharge)	(\$15,409.85)	\$4,508.71	\$9,020.30	(\$4,511.59)	(\$19,921.44)
	5007A-5950-100	Green Fee - League	(\$457.44)	\$0.00	\$7,450.12	(\$7,450.12)	(\$7,907.56)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$86,904.81)	\$0.00	\$42,690.10	(\$42,690.10)	(\$129,594.91)
	5011A-5950-100	Green Fee - Non-Revenue	\$0.00	\$0.00	\$36.00	(\$36.00)	(\$36.00)
	5012A-5950-100	Green Fee - Outing	(\$32,762.15)	\$0.00	\$7,330.26	(\$7,330.26)	(\$40,092.41)
	5014A-5950-100	Green Fee - Resident	(\$151,580.10)	\$7,049.81	\$43,786.80	(\$36,736.99)	(\$188,317.09)
	5015A-5950-100	Green Fee - Senior	(\$99,691.22)	\$0.00	\$33,048.42	(\$33,048.42)	(\$132,739.64)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$0.00	\$0.00	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$3,987.32)	\$0.00	\$0.00	\$0.00	(\$3,987.32)
	50500-5950-200	Cart Fee 18	(\$238,334.93)	\$0.00	\$72,343.92	(\$72,343.92)	(\$310,678.85)
	50520-5950-200	Cart Fee - Annual Trail	(\$40,420.97)	\$0.00	\$9,425.11	(\$9,425.11)	(\$49,846.08)
	52090-5950-600	Handicap Fee	(\$3,755.00)	\$0.00	\$2,600.00	(\$2,600.00)	(\$6,355.00)
	52150-5950-600	Lessons	(\$5,714.66)	\$0.00	\$1,970.00	(\$1,970.00)	(\$7,684.66)
	52280-5950-600	Rental Clubs	(\$3,982.56)	\$0.00	\$1,454.39	(\$1,454.39)	(\$5,436.95)
	52310-5950-600	Retail	(\$120,532.25)	\$0.00	\$30,766.90	(\$30,766.90)	(\$151,299.15)
	53050-5950-220	Range Pass Revenue	(\$24,337.43)	\$0.00	\$7,860.89	(\$7,860.89)	(\$32,198.32)
	56120-5950-100	City Surcharge R & R	(\$15,413.62)	\$0.00	\$4,508.71	(\$4,508.71)	(\$19,922.33)
	60000-5950-600	COGS - Merchandise - Accessories	\$85,003.22	\$18,707.82	\$0.00	\$18,707.82	\$103,711.04
	70000-5950-100	Gross Payroll - Salaried	\$57,270.32	\$19,130.65	\$7,502.21	\$11,628.44	\$68,898.76
	70000-5950-600	Gross Payroll - Salaried	\$20,660.31	\$7,375.17	\$2,544.93	\$4,830.24	\$25,490.55
	70000-5950-900	Gross Payroll - Salaried	\$70,270.15	\$23,541.42	\$9,291.46	\$14,249.96	\$84,520.11
	70000-5950-950	Gross Payroll - Salaried	\$34,310.73	\$11,516.86	\$5,384.62	\$6,132.24	\$40,442.97

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$111,415.61	\$37,213.08	\$12,911.40	\$24,301.68	\$135,717.29
	70010-5950-200	Gross Payroll - Hourly	\$67,004.51	\$26,769.06	\$9,689.92	\$17,079.14	\$84,083.65
	70010-5950-600	Gross Payroll - Hourly	\$33,076.87	\$13,264.53	\$4,517.88	\$8,746.65	\$41,823.52
	70010-5950-900	Gross Payroll - Hourly	\$787.60	\$119.52	\$65.80	\$53.72	\$841.32
	71000-5950-100	Payroll Tax - FICA	\$12,488.27	\$4,187.41	\$1,520.69	\$2,666.72	\$15,154.99
	71000-5950-200	Payroll Tax - FICA	\$5,246.21	\$2,079.56	\$741.25	\$1,338.31	\$6,584.52
	71000-5950-600	Payroll Tax - FICA	\$3,907.89	\$1,539.70	\$520.05	\$1,019.65	\$4,927.54
	71000-5950-900	Payroll Tax - FICA	\$6,272.65	\$1,669.41	\$668.94	\$1,000.47	\$7,273.12
	71000-5950-950	Payroll Tax - FICA	\$2,541.55	\$853.30	\$402.67	\$450.63	\$2,992.18
	71010-5950-100	Payroll Tax - UC	\$503.43	\$163.66	\$0.00	\$163.66	\$667.09
	71010-5950-200	Payroll Tax - UC	\$413.39	\$193.57	\$0.00	\$193.57	\$606.96
	71010-5950-600	Payroll Tax - UC	\$201.81	\$95.04	\$0.00	\$95.04	\$296.85
	71010-5950-900	Payroll Tax - UC	\$126.93	\$0.93	\$0.00	\$0.93	\$127.86
	71010-5950-950	Payroll Tax - UC	\$101.87	\$0.00	\$0.00	\$0.00	\$101.87
	71020-5950-100	Payroll Tax - WC	\$3,255.29	\$590.00	\$0.00	\$590.00	\$3,845.29
	71020-5950-200	Payroll Tax - WC	\$1,271.67	\$284.63	\$0.00	\$284.63	\$1,556.30
	71020-5950-600	Payroll Tax - WC	\$1,033.52	\$233.86	\$0.00	\$233.86	\$1,267.38
	71020-5950-900	Payroll Tax - WC	\$1,699.16	\$246.22	\$0.00	\$246.22	\$1,945.38
	71020-5950-950	Payroll Tax - WC	\$628.01	\$134.99	\$0.00	\$134.99	\$763.00
	71030-5950-100	Benefits	\$16,513.15	\$8,565.78	\$9,008.74	(\$442.96)	\$16,070.19
	71030-5950-200	Benefits	\$477.91	\$786.68	\$1,185.15	(\$398.47)	\$79.44
	71030-5950-600	Benefits	\$6,395.49	\$2,462.75	\$1,628.25	\$834.50	\$7,229.99
	71030-5950-900	Benefits	\$13,731.68	\$5,095.56	\$4,034.73	\$1,060.83	\$14,792.51
	71030-5950-950	Benefits	\$2,563.50	\$856.54	\$362.61	\$493.93	\$3,057.43
	80110-5950-200	Cart Supplies	\$284.72	\$118.32	\$0.00	\$118.32	\$403.04
	80120-5950-100	Chemicals	\$3,631.77	\$530.00	\$0.00	\$530.00	\$4,161.77
	80170-5950-100	Course Accessories	\$1,539.16	\$270.83	\$0.00	\$270.83	\$1,809.99
	80230-5950-100	Fertilizer	\$18,978.40	\$10,508.01	\$0.00	\$10,508.01	\$29,486.41
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$7,300.17	\$973.17	\$0.00	\$973.17	\$8,273.34
	80280-5950-100	Fungicides	\$4,485.10	\$228.69	\$0.00	\$228.69	\$4,713.79
	80320-5950-100	Herbicides	\$12,832.96	\$3,046.80	\$0.00	\$3,046.80	\$15,879.76
	80370-5950-100	Insecticides	\$4,516.79	\$1,062.29	\$0.00	\$1,062.29	\$5,579.08
	80380-5950-900	Janitorial Supplies	\$1,280.06	\$786.38	\$0.00	\$786.38	\$2,066.44
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$2,312.70	\$502.23	\$0.00	\$502.23	\$2,814.93
	80590-5950-600	Printing	\$1,597.80	\$0.00	\$0.00	\$0.00	\$1,597.80
	80610-5950-220	Range Balls	\$0.00	\$3,250.00	\$0.00	\$3,250.00	\$3,250.00
	80630-5950-220	Range Expenses	\$1,181.94	\$0.00	\$0.00	\$0.00	\$1,181.94
	80690-5950-100	Sand/Topdress	\$4,297.02	\$403.00	\$403.00	\$0.00	\$4,297.02
	80710-5950-100	Seeds/Trees	\$3,520.00	\$0.00	\$0.00	\$0.00	\$3,520.00
	80730-5950-100	Small Tools	\$0.00	\$39.98	\$0.00	\$39.98	\$39.98
	80780-5950-200	Supplies	\$356.82	\$104.80	\$0.00	\$104.80	\$461.62
	80780-5950-600	Supplies	\$3,472.34	\$1,352.99	\$0.00	\$1,352.99	\$4,825.33
	80810-5950-600	Tournament Expense	\$3,474.42	\$954.00	\$79.00	\$875.00	\$4,349.42
	81010-5950-900	Alarm System	\$710.00	\$292.00	\$0.00	\$292.00	\$1,002.00
	81090-5950-200	Cart Repairs	\$46.87	\$0.00	\$0.00	\$0.00	\$46.87
	81130-5950-900	Computer Service	\$8,838.19	\$1,180.91	\$0.00	\$1,180.91	\$10,019.10
	81140-5950-900	Contract Cleaning	\$5,075.00	\$1,000.00	\$0.00	\$1,000.00	\$6,075.00
	81200-5950-900	Guest Relations	\$5,040.29	\$378.16	\$0.00	\$378.16	\$5,418.45
	81220-5950-600	Handicap Expense	\$6,412.00	\$0.00	\$0.00	\$0.00	\$6,412.00
	81250-5950-100	Irrigation	\$700.00	\$1,872.49	\$0.00	\$1,872.49	\$2,572.49
	81270-5950-600	Lesson Expense	\$583.20	\$0.00	\$0.00	\$0.00	\$583.20
	81300-5950-900	Pest Control	\$17.92	\$0.00	\$0.00	\$0.00	\$17.92
	81340-5950-100	Repair & Maint - Paths	\$2,901.18	\$0.00	\$0.00	\$0.00	\$2,901.18
	81350-5950-100	Repair & Maint - Equipment	\$6,522.89	\$730.69	\$0.00	\$730.69	\$7,253.58
	81350-5950-220	Repair & Maint - Equipment	\$1,532.43	\$0.00	\$0.00	\$0.00	\$1,532.43
	81350-5950-900	Repair & Maint - Equipment	\$1,851.16	\$990.00	\$0.00	\$990.00	\$2,841.16
	81360-5950-100	Repair & Maint - Building	\$1,180.06	\$199.74	\$0.00	\$199.74	\$1,379.80
	81360-5950-900	Repair & Maint - Building	\$6,029.81	\$450.00	\$495.00	(\$45.00)	\$5,984.81

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82000-5950-200	Cart Lease	\$35,705.00	\$7,141.00	\$0.00	\$7,141.00	\$42,846.00
	82020-5950-100	Equipment Lease	\$49,725.00	\$9,945.00	\$0.00	\$9,945.00	\$59,670.00
	82060-5950-900	Off-Site Storage	\$1,030.00	\$206.00	\$0.00	\$206.00	\$1,236.00
	83000-5950-100	Utilities - Electric	\$1,343.59	\$253.49	\$0.00	\$253.49	\$1,597.08
	83000-5950-200	Utilities - Electric	\$3,403.18	\$746.80	\$0.00	\$746.80	\$4,149.98
	83020-5950-100	Utilities - Other	\$8,227.44	\$1,393.84	\$0.00	\$1,393.84	\$9,621.28
	83020-5950-900	Utilities - Other	\$10,908.50	\$2,258.69	\$0.00	\$2,258.69	\$13,167.19
	83030-5950-900	Utilities - Telephone/Fax	\$994.51	\$199.19	\$0.00	\$199.19	\$1,193.70
	83050-5950-100	Utllities - Water	\$1,341.87	\$303.72	\$0.00	\$303.72	\$1,645.59
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$7,309.21	\$1,492.31	\$0.00	\$1,492.31	\$8,801.52
	85020-5950-900	Bank Charges	\$1,629.53	\$505.29	\$73.33	\$431.96	\$2,061.49
	85050-5950-900	Cash Short/(Over)	(\$688.66)	\$552.77	\$724.80	(\$172.03)	(\$860.69)
	85060-5950-900	Cell Phone	\$1,200.00	\$240.00	\$0.00	\$240.00	\$1,440.00
	85070-5950-900	City Surcharge R & R	\$15,413.62	\$4,508.71	\$0.00	\$4,508.71	\$19,922.33
	85120-5950-900	Credit Card Discounts	\$23,962.88	\$6,022.69	\$0.00	\$6,022.69	\$29,985.57
	85150-5950-900	Dues & Subscriptions	\$539.99	\$0.00	\$0.00	\$0.00	\$539.99
	85160-5950-100	Education & Training	\$465.00	\$75.00	\$0.00	\$75.00	\$540.00
	85160-5950-600	Education & Training	\$601.50	\$0.00	\$0.00	\$0.00	\$601.50
	85190-5950-100	Employee Relations	\$535.64	\$0.00	\$0.00	\$0.00	\$535.64
	85190-5950-900	Employee Relations	\$6,900.17	\$77.46	\$0.00	\$77.46	\$6,977.63
	85200-5950-100	Employee Testing	\$88.87	\$0.00	\$0.00	\$0.00	\$88.87
	85280-5950-900	Insurance Expense	\$46,067.05	\$9,213.41	\$0.00	\$9,213.41	\$55,280.46
	85320-5950-900	Member Relations	\$321.32	\$35.00	\$0.00	\$35.00	\$356.32
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85480-5950-900	Payroll Processing Fee	\$2,494.06	\$523.53	\$0.00	\$523.53	\$3,017.59
	85490-5950-900	Postage/Shipping	\$739.23	\$252.74	\$38.48	\$214.26	\$953.49
	85610-5950-900	Tax/Licenses/Fees	(\$150.00)	\$0.00	\$30.00	(\$30.00)	(\$180.00)
	85720-5950-900	Travel - Other	\$1,711.62	\$211.19	\$0.00	\$211.19	\$1,922.81
	90000-5950-900	Management Fee	\$32,960.00	\$6,592.00	\$0.00	\$6,592.00	\$39,552.00
	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	14,381.00	425.00	0.00	425.00	14,806.00
	R003A-5950-100	Rounds - Group	17,427.00	608.00	0.00	608.00	18,035.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,154.00	99.00	0.00	99.00	2,253.00
	R007A-5950-100	Rounds - Green Fee - League	15,064.00	325.00	0.00	325.00	15,389.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	10,150.00	1,064.00	0.00	1,064.00	11,214.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	903.00	38.00	0.00	38.00	941.00
	R012A-5950-100	Rounds - Green Fee - Outing	10,267.00	258.00	0.00	258.00	10,525.00
	R014A-5950-100	Rounds - Resident	63,329.00	1,765.00	0.00	1,765.00	65,094.00
	R015A-5950-100	Rounds - Green Fee - Senior	25,627.00	940.00	0.00	940.00	26,567.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,501.00	195.00	0.00	195.00	5,696.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,634.00	85.00	0.00	85.00	3,719.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	566.00	0.00	0.00	0.00	566.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	163	\$0.00	\$945,688.21	\$945,688.21	\$0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended March 31, 2024

	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	(15,215)	(28,021)	(6,299)	21,793	48,202	94,890	0	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	88,203	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	(8,147)	0	0	0	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	(285)	6,775	0	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	(4,442)	0	0	0	0	0	0
Payables	31,140	10,179	(723)	26,959	34,618	(10,863)	0	0	0	0	0	0
Due to from the City	(148)	1,332	50	(304)	609	(304)	0	0	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	(24,836)	0	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	(13,985)	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	0	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	32,496	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	0	0	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	444,889	488,674	488,674	488,674	488,674	488,674
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	0	0	0	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	444,889	444,889	488,674	488,674	488,674	488,674	488,674

The Golf Club at Cypress Head
For the Month Ending March 31, 2024

	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24	02/29/24	03/31/24
REVENUES													
Green Fees & Cart Fees	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80	157,914.22	199,662.20	236,965.68
Merchandise	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31	29,579.36	25,565.08	30,766.90
Other Pro Shop	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39	3,218.00	5,298.78	6,024.39
Range	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83	4,719.32	6,542.87	7,860.89
Other Operating Revenues	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85	3,249.49	3,764.70	4,508.71
TOTAL REVENUE	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42	182,512.18	198,680.39	240,833.63	286,126.57
COST OF SALES													
Merchandise	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19	18,707.82
TOTAL COGS	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19	18,707.82
COGS - Merchandise %	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%	71.4%	60.8%
PAYROLL													
Course and Grounds	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23	41,733.77	39,770.32	38,907.54
Carts, Range, Starters, Etc.	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58	16,255.20	16,166.47	18,497.18
Pro Shop	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46	13,617.60	14,668.39	15,759.94
General and Administrative	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26	17,825.47	18,442.15	16,612.13
Marketing	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16	7,104.33	10,218.74	7,211.79
TOTAL PAYROLL	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	104,030.51	94,666.08	88,114.27	95,586.69	96,536.37	99,266.07	96,988.58
OPERATING EXPENSES													
Course and Grounds	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,606.37	24,656.02	26,799.69	31,433.74
Carts, Range, Starters, Etc.	10,386.39	9,773.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,651.34	10,549.89	8,228.13	7,859.49	11,360.92
Pro Shop	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88	2,031.08	6,002.20	2,227.99
General and Administrative	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23	29,882.31	34,006.78	29,024.74
Marketing	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62	710.07	444.65	1,492.31
TOTAL OPERATING EXPENSE	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	72,129.19	75,066.73	64,546.47	76,700.99	65,507.61	75,102.81	75,539.70
TOTAL EXPENSES	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	189,397.00	187,377.68	170,389.95	188,810.71	176,886.90	192,632.07	191,236.10
EBITDA	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)	21,793.49	48,201.56	94,890.47

For the Month Ending March 31, 2024

[illegible]

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2024

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												
236,966	239,187	99%	215,490	110%	Green Fees & Cart Fees	999,788	1,076,077	93%	969,401	103%	1,894,268	1,808,739
30,767	31,950	96%	31,818	97%	Merchandise	151,299	121,750	124%	118,594	128%	225,501	319,021
6,024	4,700	128%	4,505	134%	Other Pro Shop	19,477	23,650	82%	19,675	99%	45,630	32,152
7,861	9,685	81%	8,745	90%	Range	32,198	40,841	79%	34,257	94%	83,261	66,750
4,509	4,878	92%	4,778	94%	Other Operating Revenues	19,922	23,444	85%	21,843	91%	44,187	38,920
286,127	290,400	99%	265,336	108%	TOTAL REVENUE	1,222,685	1,285,762	95%	1,163,769	105%	2,292,847	2,265,581
COST OF SALES												
18,708	22,365	84%	21,473	87%	Merchandise	103,711	85,225	122%	84,178	123%	157,851	221,946
18,708	22,365	84%	21,473	87%	TOTAL COGS	103,711	85,225	122%	84,178	123%	157,851	221,946
60.8%	70.0%	86.9%	67.5%	90.1%	COGS - Merchandise %	68.5%	70.0%	97.9%	71.0%	96.6%	70.0%	854.2%
PAYROLL												
38,908	46,387	84%	39,657	98%	Course and Grounds	240,354	272,501	88%	231,294	104%	547,942	469,095
18,497	17,807	104%	15,936	116%	Carts, Range, Starters, Etc.	92,911	104,101	89%	71,187	131%	211,522	182,192
15,760	13,472	117%	12,447	127%	Pro Shop	81,036	79,511	102%	60,516	134%	159,420	151,729
16,612	18,473	90%	17,303	96%	General and Administrative	109,500	110,854	99%	98,226	111%	222,142	227,865
7,212	6,663	108%	3,702	195%	Marketing	47,357	40,011	118%	24,937	190%	80,098	56,784
96,989	102,801	94%	89,045	109%	TOTAL PAYROLL	571,158	606,979	94%	486,160	117%	1,221,123	1,087,665
OPERATING EXPENSES												
31,434	28,462	110%	29,631	106%	Course and Grounds	165,626	162,784	102%	155,882	106%	330,078	337,822
11,361	11,227	101%	10,386	109%	Carts, Range, Starters, Etc.	53,872	72,572	74%	71,234	76%	133,584	117,587
2,228	2,200	101%	2,069	108%	Pro Shop	18,369	11,785	156%	10,643	173%	14,245	21,576
29,025	30,848	94%	28,773	101%	General and Administrative	185,795	182,194	102%	172,525	108%	321,392	348,979
1,492	1,300	115%	566	264%	Marketing	8,802	9,000	98%	5,547	159%	28,800	29,958
75,540	74,037	102%	71,425	106%	TOTAL OPERATING EXPENSES	432,464	438,335	99%	415,831	104%	828,099	855,923
191,236	199,203	96%	181,943	105%	TOTAL EXPENSES	1,107,333	1,130,539	98%	986,169	112%	2,207,072	2,165,534
94,890	91,197	104%	83,393	114%	EBITDA	115,351	155,223	74%	177,600	65%	85,774	100,047

The Golf Club at Cypress Head

For the Six Months Ending March 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
94,890	91,197	104%	83,393	114%	EBITDA	115,351	155,223	74%	177,600	65%	85,774	100,047
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(39,552)	(39,552)	100%	(38,274)	103%	(79,104)	(77,952)
(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)
88,203	84,509	104%	76,897	115%	TOTAL OTHER INCOME (EXPENSE)	75,226	115,098	65%	138,753	54%	5,524	20,949
					NET INCOME							
5,059	5,444	93%	5,285	96%	Paid Rounds	21,683	24,630	88%	23,690	92%	43,894	43,090
425	414	103%	414	103%	Annual Pass Rounds	2,219	2,109	105%	2,109	105%	4,795	4,273
318	295	108%	295	108%	Other Rounds	1,553	1,507	103%	1,507	103%	2,783	3,070
5,802	6,153	94%	5,994	97%	Total Rounds	25,455	28,246	90%	27,306	93%	51,472	50,433
57	53	106%	50	113%	Revenue/Paid Rounds	56	52	108%	49	115%	52	629
49	47	104%	44	111%	Revenue/Total Rounds	48	46	106%	43	113%	45	536



May 13, 2024

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 2024 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 2024								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 155,197	\$ 162,773	\$ (7,576)		\$ 639,263	\$ 714,721	\$ 652,002	\$ (75,458)
Cart Fees	\$ 81,769	\$ 76,414	\$ 5,355		\$ 360,525	\$ 361,355	\$ 317,399	\$ (830)
Range	\$ 7,861	\$ 9,685	\$ (1,824)		\$ 32,198	\$ 40,841	\$ 34,257	\$ (8,643)
Pro- Shop Revenues	\$ 36,791	\$ 36,650	\$ 141		\$ 170,776	\$ 145,400	\$ 138,269	\$ 25,376
City Surcharge R/R	\$ 4,509	\$ 4,878	\$ (369)		\$ 19,922	\$ 23,444	\$ 21,843	\$ (3,522)
Total Revenue	\$ 286,127	\$ 290,400	\$ (4,273)		\$ 1,222,684	\$ 1,285,761	\$ 1,163,770	\$ (63,077)
Cost of Sales	\$ 18,708	\$ 22,365	\$ (3,657)		\$ 103,711	\$ 85,225	\$ 84,178	\$ 18,486
Merchandise	\$ 18,708	\$ 22,365	\$ (3,657)	61%	\$ 103,711	\$ 85,225	\$ 84,178	\$ 18,486
Gross Margin	\$ 267,419	\$ 268,035	\$ (616)		\$ 1,118,973	\$ 1,200,536	\$ 1,079,592	\$ (81,563)
Total Payroll	\$ 96,989	\$ 102,801	\$ (5,812)		\$ 571,158	\$ 606,979	\$ 486,160	\$ (35,821)
Total Operating Expenses	\$ 75,540	\$ 74,037	\$ 1,503		\$ 432,464	\$ 438,335	\$ 415,831	\$ (5,871)
EBITDA	\$ 94,890	\$ 91,197	\$ 3,693		\$ 115,351	\$ 155,222	\$ 177,601	\$ (39,871)
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 40,125	\$ 40,125	\$ 38,847	\$ -
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 39,552	\$ 39,552	\$ 38,274	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 573	\$ 573	\$ 573	\$ -
Net Cash From Ops	\$ 88,202	\$ 84,509	\$ 3,693		\$ 75,226	\$ 115,097	\$ 138,754	\$ (39,871)
Rounds								
Total Rounds	5,802	6,153	(351)		25,455	28,246	27,306	(2,791)
Paid Rounds	5,059	5,444	(385)		21,683	2,630	2,690	19,053
Avg. GF/CF Total rounds	\$40.84	\$38.87	\$ 1.97		\$39.28	\$38.10	\$35.50	\$ 1.18
Avg. GF/CF Paid rounds	\$46.84	\$43.94	\$ 2.90		\$46.11	\$409.15	\$360.37	\$ (363.05)
Avg. Merchandise/round	\$6.34	\$5.96	\$ 0.38		\$6.71	\$5.15	\$5.06	\$ 1.56

Overview:

Total revenues for March finished \$4K shy of budget for the month. With 2" of rain recorded in March and untimely cool spurts, the golf course realized 4 unplayable days, and 3 others significantly affected by intermittent weather and cart paths only. Easter Sunday saw a lighter tee sheet as families chose other things to do. Average high temperatures were 76.6 degrees with average lows of 61.1. Total revenues came in at \$286.1K, under budget by \$4.3K but \$20.8K more than prior year. We played 5,802 total rounds to a budget of 6,153 (under by 351).

- Total Payroll for the month was \$97K, under by \$5.8K. Total Operating Expenses were \$75.5K, over by \$1.5K.
- Rounds were shy of budget by 6%, range revenue (\$7.9K) missed budget by 19%, with several days of cart path only and range closure due to wet conditions.
- We managed to exceed EBITDA and Net Income projections by \$3.7K. YTD, we are only \$39.9K behind YTD projections. Considering the horrible weather we have endured over the winter, it was nice to flip the script and exceed budget again.

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.

- We have gotten quotes for the cart path work and are aiming for a June start for the front 9 project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in March 2024. We have 1 quote, awaiting a 2nd from a site visit, and still yet to meet with the 3rd. UPDATE: Our 3rd contractor just completed a site visit and submitted a no-quote.
- We also have \$26K in driving range netting repairs and are close to gathering all quotes being submitted for this. We have 3 quotes in hand that are more than the \$26K.

Tee Sheet Activity:

- There were 5,802 total rounds for the month which included 5,059 paid rounds, 425 Annual Pass rounds and 318 other rounds. These numbers fall 6% shy of budget and 3% less than year.
- Many of our snowbird groups continue to play so our tee sheet utilization is high on good weather days.
- Dynamic pricing was still turned off in March but will be turned on again in April for all Non-resident play only.
- Starters and Players earned a 9.8 Staff Experience rating in March.

MARCH 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	5,059	5,444	5,285	21,683	24,630	23,690
ANNUAL	425	414	414	2,219	2,109	2,109
OTHER	318	295	295	1,553	1,507	1,507
TOTAL ROUNDS	5,802	6,153	5,994	25,455	28,246	27,306

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 in Volusia County and #20 Public course in Florida according to GolfNow/GolfPass.
- We saw 2" of rain in March, on an already wet golf course. Even with all the wet, cool weather challenges, our turf conditions, and especially our greens, are the best in our area.
- The drainage issue on #6 has been repaired and the next stage is by #9 tee and the back of the driving range.

Golf Operations

- We generated \$36.8K in Golf Shop sales (on budget).
- We just received 2 new utility carts for the golf staff. We currently have all golf carts operational.
- Cart revenue (\$81.8K) exceeded budget by \$5.3K.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$1,970 in lessons in March.
- 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. The MGA averaged 74 players in March, the WGA 18-holers, about 34, and the WGA 9-holers averaged 37 players.
- March was a decent month for tournament activity. We hosted one large event and several smaller outings and leagues in March. With 810 total tournament/outing players, we generated \$32.5K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head was voted as a top 25 public course in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- The website has been revamped and is much more streamlined and updated.
- We have installed Noteefy, an automated tee time assistant to assist golfers find their preferred times and help us fill in late cancellations.
- 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.
- Outside tournament bookings are very solid as we have 3 large events in April and 2 more in May before it begins to slow down some for the Summer months.
- We continue to maintain our database of emails with approximately 13,116 unique e-mail addresses (-1,945 from prior month). Our Facebook followers are at 1,594 (up 3) and Instagram is up to 491 (up 8) followers.



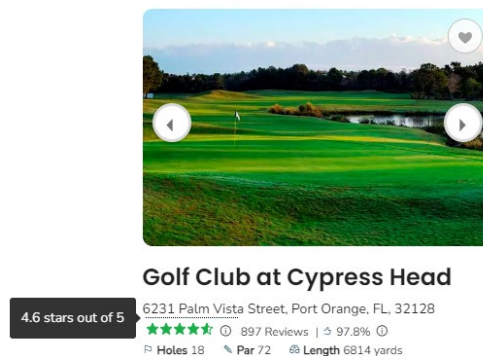
- Nightly surveys continued to be strong in March, highlighted by 148 surveys being submitted and an NPS of 91.9 (Please see table below).

	Last Month						Total
	Week of 02/25	Week of 03/03	Week of 03/10	Week of 03/17	Week of 03/24	Week of 03/31	
# of responses	7	22	39	29	47	4	148
Net Promoter Score							
Property NPS	100.0	95.5	89.7	89.7	91.5	100.0	91.9
Key Metrics							
Likelihood to Return	9.7	9.9	9.7	9.8	9.7	9.8	9.8
Overall Experience Satisfaction	9.7	9.6	9.6	9.5	9.6	9.7	9.6
Service Satisfaction	10.0	9.6	9.8	9.8	9.7	10.0	9.7
Value Perception	10.0	9.3	9.3	9.5	9.1	9.5	9.3

Google Ratings



GolfAdvisor Ratings



Insights

- In addition to making #20 for Top Florida Public courses in GolfPass, Cypress head continues to lead many categories in KemperSports with regards to delivering True Service. See our Property Wins below.
- Companywide we are gearing up to begin True Service 3.0, a more updated version of our very successful training model.

• Property Wins

 Most surveys at 3,093: <i>Desert Willow Golf Resort</i>	 Highest Likelihood to Return Score at 9.8: <i>Cypress Head Golf Club, The Golf Club at Eagle Pointe</i>	 Highest Overall Experience SAT Score at 9.4: <i>Blackhawk Golf Course, Cypress Head Golf Club, Sand Creek Station, Skyway Golf Course at Lincoln Park West</i>
 Highest Service Experience SAT Score at 9.7: <i>Cypress Head Golf Club, Sand Creek Station, Shady Rest Golf and Country Club, The Wilderness at Lake Jackson</i>	 Highest Check-In SAT Score at 9.8: <i>Sand Creek Station</i>	 Highest Golf Course Staff Helpfulness Score at 9.8: <i>Cypress Head Golf Club</i>



HIGHEST SERVICE EXPERIENCE SATISFACTION

9.7

Cypress Head Golf Club, Sand Creek Station, Shady Rest Golf and Country Club, The Wilderness at Lake Jackson



Year to Date Summary

The super El Nino weather pattern was less intense in March. With cooler temps and less rainfall, we made budget for the first time since October. With 6 months in the books, we are behind of our YTD target by \$39.9K. We are confident that we will continue to gain ground in the coming months and our goal is to be back on track by the end of Q3.

April will be spent dialing in the FY25 budget as well as the CIP budget.

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, 2024

	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	193,774	1,163,175	1,778,351	65%	201,528	1,201,316	1,894,268	63%
Merchandise	26,833	145,427	286,316	51%	45,649	196,948	225,501	87%
Other Pro Shop	2,977	22,651	32,350	70%	3,778	23,255	45,630	51%
Range	7,745	42,002	68,808	61%	8,649	40,847	83,261	49%
Other Operating Revenues	3,996	25,838	40,841	63%	3,927	23,849	44,187	54%
TOTAL REVENUE	235,325	1,399,094	2,206,665	63%	263,531	1,486,216	2,292,847	65%
COST OF SALES								
Merchandise	18,085	102,263	202,413	51%	30,458	134,169	157,851	85%
TOTAL COGS	18,085	102,263	202,413	51%	30,458	134,169	157,851	85%
COGS - Merchandise %	67.4%	70.3%	70.7%	99.5%	66.7%	68.1%	70.0%	97.3%
PAYROLL								
Course and Grounds	36,722	268,016	460,036	58%	41,749	282,103	547,942	51%
Carts, Range, Starters, Etc.	16,570	87,757	160,468	55%	19,834	112,745	211,522	53%
Pro Shop	11,852	72,368	131,209	55%	14,857	95,893	159,420	60%
General and Administrative	16,471	114,697	216,590	53%	17,416	126,917	222,142	57%
Marketing	2,476	27,413	34,364	80%	8,417	55,775	80,098	70%
TOTAL PAYROLL	84,091	570,250	1,002,667	57%	102,274	673,432	1,221,123	55%
OPERATING EXPENSES								
Course and Grounds	27,236	183,118	328,078	56%	31,255	196,881	330,078	60%
Carts, Range, Starters, Etc.	9,778	81,012	134,949	60%	9,330	63,202	133,584	47%
Pro Shop	1,504	12,147	13,850	88%	326	18,695	14,245	131%
General and Administrative	24,549	197,075	335,710	59%	31,007	216,802	321,392	67%
Marketing	6,400	11,947	26,704	45%	3,855	12,657	28,800	44%
TOTAL OPERATING EXPENSES	69,467	485,298	839,290	58%	75,773	508,237	828,099	61%
TOTAL EXPENSES	171,644	1,157,812	2,044,370	57%	208,505	1,315,838	2,207,072	60%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(44,674)	(76,674)	58%	(6,592)	(46,144)	(79,104)	58%
Depreciation & Amortization	(96)	(669)	(1,146)	58%	(96)	(669)	(1,146)	58%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(45,343)	(77,820)	58%	(6,688)	(46,813)	(80,250)	58%
NET INCOME	57,186	195,939	84,476	232%	48,339	123,565	5,524	2237%
PAID ROUNDS								
Paid Rounds	4,537	28,227	45,097		4,469	26,152	43,894	
Annual Pass Rounds	406	2,515	4,163		405	2,624	4,795	
Other Rounds	247	1,754	3,024		290	1,843	2,783	
Total Rounds	5,190	32,496	52,284		5,164	30,619	5,142	
Revenue/Paid Rounds	52	50	49		59	57	52	
Revenue/Total Rounds	45	43	42		51	49	45	

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended April 30, 2024

	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	(15,215)	(28,021)	(6,299)	21,793	48,202	94,890	55,027	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	88,203	48,339	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	(8,147)	8,395	0	0	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	(285)	6,775	(2,220)	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	(4,442)	15,393	0	0	0	0	0
Payables	31,140	10,179	(723)	26,959	34,618	(10,863)	(42,098)	0	0	0	0	0
Due to from the City	(148)	1,332	50	(304)	609	(304)	0	0	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	(24,836)	1,167	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	(13,985)	(12,476)	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	0	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	444,889	461,485	436,839	436,839	436,839	436,839
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	0	0	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	444,889	461,485	461,485	436,839	436,839	436,839	436,839

The Golf Club at Cypress Head

For the Month Ending April 30, 2024

	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24	02/29/24	03/31/24	04/30/24
REVENUES													
Green Fees & Cart Fees	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80	157,914.22	199,662.20	236,965.68	201,528.02
Merchandise	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31	29,579.36	25,565.08	30,766.90	45,649.17
Other Pro Shop	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39	3,218.00	5,298.78	6,024.39	3,778.17
Range	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83	4,719.32	6,542.87	7,860.89	8,649.11
Other Operating Revenues	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85	3,249.49	3,764.70	4,508.71	3,928.85
TOTAL REVENUE	<u>235,324.78</u>	<u>198,716.03</u>	<u>174,969.18</u>	<u>164,854.79</u>	<u>135,753.17</u>	<u>133,278.34</u>	<u>172,162.63</u>	<u>142,369.42</u>	<u>182,512.18</u>	<u>198,680.39</u>	<u>240,833.63</u>	<u>286,126.57</u>	<u>263,531.32</u>
COST OF SALES													
Merchandise	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19	18,707.82	30,457.62
TOTAL COGS	<u>18,085.38</u>	<u>25,824.70</u>	<u>24,862.73</u>	<u>16,461.49</u>	<u>19,763.18</u>	<u>13,237.30</u>	<u>17,644.87</u>	<u>17,729.21</u>	<u>16,523.03</u>	<u>14,842.92</u>	<u>18,263.19</u>	<u>18,707.82</u>	<u>30,457.62</u>
COGS - Merchandise %	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%	71.4%	60.8%	66.7%
PAYROLL													
Course and Grounds	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23	41,733.77	39,770.32	38,907.54	41,749.05
Carts, Range, Starters, Etc.	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58	16,255.20	16,166.47	18,497.18	19,834.24
Pro Shop	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46	13,617.60	14,668.39	15,759.94	14,857.36
General and Administrative	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26	17,825.47	18,442.15	16,612.13	17,416.48
Marketing	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16	7,104.33	10,218.74	7,211.79	8,417.25
TOTAL PAYROLL	<u>84,090.80</u>	<u>83,695.12</u>	<u>81,580.58</u>	<u>80,206.47</u>	<u>82,903.37</u>	<u>104,030.51</u>	<u>94,666.08</u>	<u>88,114.27</u>	<u>95,586.69</u>	<u>96,536.37</u>	<u>99,266.07</u>	<u>96,988.58</u>	<u>102,274.38</u>
OPERATING EXPENSES													
Course and Grounds	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,606.37	24,656.02	26,789.69	31,433.74	31,255.02
Carts, Range, Starters, Etc.	9,778.26	9,691.04	10,693.49	10,065.89	12,813.46	10,873.00	9,222.11	6,651.34	10,549.89	8,228.13	7,859.49	11,960.92	9,330.33
Pro Shop	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88	2,031.08	6,002.20	2,227.99	325.74
General and Administrative	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23	29,882.31	34,006.78	29,024.74	31,006.61
Marketing	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62	710.07	444.65	1,492.31	3,855.12
TOTAL OPERATING EXPENSE	<u>69,467.41</u>	<u>78,602.46</u>	<u>64,360.86</u>	<u>65,874.82</u>	<u>73,024.40</u>	<u>72,129.19</u>	<u>75,066.73</u>	<u>64,546.47</u>	<u>76,700.99</u>	<u>65,507.61</u>	<u>75,102.81</u>	<u>75,539.70</u>	<u>75,772.82</u>
TOTAL EXPENSES	<u>171,643.59</u>	<u>188,122.28</u>	<u>170,804.17</u>	<u>162,542.78</u>	<u>175,690.95</u>	<u>189,397.00</u>	<u>187,377.68</u>	<u>170,389.95</u>	<u>188,810.71</u>	<u>176,886.90</u>	<u>192,632.07</u>	<u>191,236.10</u>	<u>208,504.82</u>
EBITDA	<u>63,681.19</u>	<u>10,593.75</u>	<u>4,165.01</u>	<u>2,312.01</u>	<u>(39,937.78)</u>	<u>(56,118.66)</u>	<u>(15,215.05)</u>	<u>(28,020.53)</u>	<u>(6,298.53)</u>	<u>21,793.49</u>	<u>48,201.56</u>	<u>94,890.47</u>	<u>55,026.50</u>

For the Month Ending April 30, 2024

[illegible]

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2024

	<u>04/30/24</u>	<u>09/30/23</u>	<u>04/30/23</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	432,040	297,893	447,350
Cash - Payroll	28,094	50,456	18,597
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>461,485</u>	<u>349,699</u>	<u>467,297</u>
Accounts Receivable			
A/R Member	<u>2,338</u>	<u>47,275</u>	<u>2,826</u>
Total Accounts Recievable	<u>2,338</u>	<u>47,275</u>	<u>2,826</u>
Other Current Assets			
Inventory - Merchandise	132,000	99,360	86,832
Prepaid Insurance	17,656	45,051	14,567
Prepaid Exp - Other	<u>24,327</u>	<u>11,388</u>	<u>19,672</u>
Total Other Current Assets	<u>173,983</u>	<u>155,800</u>	<u>121,071</u>
TOTAL CURRENT ASSETS	<u>637,806</u>	<u>552,774</u>	<u>591,194</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>(32,930)</u>	<u>(32,261)</u>	<u>(31,783)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,218</u>	<u>3,887</u>	<u>4,365</u>
TOTAL ASSETS	<u><u>641,024</u></u>	<u><u>556,661</u></u>	<u><u>595,559</u></u>

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2024

	<u>04/30/24</u>	<u>09/30/23</u>	<u>04/30/23</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	100,569	51,356	83,409
Accts Pay - Other	209,887	208,653	123,538
Accrued Expenses	0	2,415	2,108
Accrued Payroll	44,084	50,567	32,887
Accrued Taxes	15,404	7,122	13,804
Deferred Revenue	<u>147,513</u>	<u>236,547</u>	<u>143,674</u>
TOTAL CURRENT LIABILITIES	<u>517,457</u>	<u>556,659</u>	<u>399,421</u>
 TOTAL LIABILITIES	 <u>517,457</u>	 <u>556,659</u>	 <u>399,421</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>123,567</u>	<u>2</u>	<u>196,138</u>
Net Retained Earnings	<u>123,567</u>	<u>2</u>	<u>196,138</u>
Stockholders Equity	<u>123,567</u>	<u>2</u>	<u>196,138</u>
TOTAL STOCKHOLDER'S EQUITY	<u>123,567</u>	<u>2</u>	<u>196,138</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>641,024</u></u>	 <u><u>556,661</u></u>	 <u><u>595,559</u></u>

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 4/30/2024 Last

Date: 4/1/2024

Account: First

Sorted By: Account Posting, Unit

Include: Functional (Z-US\$)

Print Currency In:

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$410,215.32	\$267,852.32	\$246,027.22	\$21,825.10	\$432,040.42
	10050-5950-900	Cash - Course Payroll BMO	\$33,324.09	\$74,000.00	\$79,229.70	(\$5,229.70)	\$28,094.39
	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	\$118.00	\$21,529.17	\$19,309.16	\$2,220.01	\$2,338.01
	12000-5950-900	Inventory - Merchandise	\$140,395.44	\$28,532.43	\$36,927.73	(\$8,395.30)	\$132,000.14
	13020-5950-900	Prepaid Insurance	\$26,868.98	\$0.00	\$9,213.41	(\$9,213.41)	\$17,655.57
	13040-5950-900	Prepaid Exp - Other	\$30,506.88	\$0.00	\$6,179.40	(\$6,179.40)	\$24,327.48
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,133.10)	\$0.00	\$23.12	(\$23.12)	(\$5,156.22)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,701.09)	\$0.00	\$72.41	(\$72.41)	(\$27,773.50)
	30000-5950-900	Accts Pay - Trade	(\$142,667.13)	\$137,301.59	\$95,203.48	\$42,098.11	(\$100,569.02)
	30040-5950-900	Accts Pay - Other	(\$209,886.99)	\$17,589.55	\$17,589.55	\$0.00	(\$209,886.99)
	31000-5950-900	Accrued Expenses	(\$4,508.71)	\$4,508.71	\$0.00	\$4,508.71	\$0.00
	31020-5950-900	Accrued Payroll	(\$36,856.68)	\$24,288.72	\$31,269.85	(\$6,981.13)	(\$43,837.81)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$448.00	\$694.00	(\$246.00)	(\$246.00)
	31220-5950-900	Accrued Sales Tax	(\$16,955.29)	\$16,955.29	\$15,404.18	\$1,551.11	(\$15,404.18)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$8,435.56	\$8,435.56	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,931.90)	\$1,085.83	\$989.84	\$95.99	(\$8,835.91)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$15,243.77)	\$0.00	\$2,321.44	(\$2,321.44)	(\$17,565.21)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$16,530.88)	\$2,755.26	\$0.00	\$2,755.26	(\$13,775.62)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$25,628.96)	\$5,241.65	\$1,164.00	\$4,077.65	(\$21,551.31)
	32070-5950-900	Deferred Rev - Gift Cards	(\$42,892.97)	\$2,900.23	\$545.00	\$2,355.23	(\$40,537.74)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,519.53)	\$1,420.33	\$1,335.00	\$85.33	(\$11,434.20)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$39,241.65)	\$6,772.38	\$1,042.00	\$5,730.38	(\$33,511.27)
	32160-5950-900	Deferred Rev - Training Facility	\$0.00	\$0.00	\$302.00	(\$302.00)	(\$302.00)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$38,575.15)	\$0.00	\$6,949.33	(\$6,949.33)	(\$45,524.48)
	5003A-5950-100	Green Fee - Group	(\$74,966.58)	\$0.00	\$14,368.98	(\$14,368.98)	(\$89,335.56)
	50040-5950-100	Green Fees - Member	(\$354.73)	\$350.24	\$175.12	\$175.12	(\$179.61)
	5006A-5950-100	Green Fee - Junior	(\$2,768.77)	\$0.00	\$375.64	(\$375.64)	(\$3,144.41)
	50070-5950-100	Green Fees - (surcharge)	(\$19,921.44)	\$3,926.85	\$7,853.70	(\$3,926.85)	(\$23,848.29)
	5007A-5950-100	Green Fee - League	(\$7,907.56)	\$0.00	\$10,494.49	(\$10,494.49)	(\$18,402.05)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$129,594.91)	\$0.00	\$30,649.54	(\$30,649.54)	(\$160,244.45)
	5011A-5950-100	Green Fee - Non-Revenue	(\$36.00)	\$0.00	\$0.00	\$0.00	(\$36.00)
	5012A-5950-100	Green Fee - Outing	(\$40,092.41)	\$0.00	\$6,026.88	(\$6,026.88)	(\$46,119.29)
	5014A-5950-100	Green Fee - Resident	(\$188,317.09)	\$7,943.21	\$37,429.63	(\$29,486.42)	(\$217,803.51)
	5015A-5950-100	Green Fee - Senior	(\$132,739.64)	\$0.00	\$27,448.46	(\$27,448.46)	(\$160,188.10)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$0.00	\$0.00	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$3,987.32)	\$0.00	\$1,500.55	(\$1,500.55)	(\$5,487.87)
	50500-5950-200	Cart Fee 18	(\$310,678.85)	\$0.00	\$63,703.62	(\$63,703.62)	(\$374,382.47)
	50520-5950-200	Cart Fee - Annual Trail	(\$49,846.08)	\$0.00	\$6,772.38	(\$6,772.38)	(\$56,618.46)
	52090-5950-600	Handicap Fee	(\$6,355.00)	\$0.00	\$90.00	(\$90.00)	(\$6,445.00)
	52150-5950-600	Lessons	(\$7,684.66)	\$0.00	\$2,270.00	(\$2,270.00)	(\$9,954.66)
	52280-5950-600	Rental Clubs	(\$5,436.95)	\$0.00	\$1,418.17	(\$1,418.17)	(\$6,855.12)
	52310-5950-600	Retail	(\$151,299.15)	\$0.00	\$45,649.17	(\$45,649.17)	(\$196,948.32)
	53050-5950-220	Range Pass Revenue	(\$32,198.32)	\$302.00	\$8,951.11	(\$8,649.11)	(\$40,847.43)
	56120-5950-100	City Surcharge R & R	(\$19,922.33)	\$0.00	\$3,926.85	(\$3,926.85)	(\$23,849.18)
	60000-5950-600	COGS - Merchandise - Accessories	\$103,711.04	\$30,457.62	\$0.00	\$30,457.62	\$134,168.66
	70000-5950-100	Gross Payroll - Salaried	\$68,898.76	\$14,629.32	\$3,376.00	\$11,253.32	\$80,152.08
	70000-5950-600	Gross Payroll - Salaried	\$25,490.55	\$5,599.01	\$1,069.62	\$4,529.39	\$30,019.94
	70000-5950-900	Gross Payroll - Salaried	\$84,520.11	\$17,834.14	\$4,110.96	\$13,723.18	\$98,243.29

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-950	Gross Payroll - Salaried	\$40,442.97	\$8,876.45	\$1,730.77	\$7,145.68	\$47,588.65
	70010-5950-100	Gross Payroll - Hourly	\$135,717.29	\$29,338.69	\$4,821.56	\$24,517.13	\$160,234.42
	70010-5950-200	Gross Payroll - Hourly	\$84,083.65	\$23,114.02	\$5,177.15	\$17,936.87	\$102,020.52
	70010-5950-600	Gross Payroll - Hourly	\$41,823.52	\$10,097.71	\$2,262.81	\$7,834.90	\$49,658.42
	70010-5950-900	Gross Payroll - Hourly	\$841.32	\$165.84	\$13.80	\$152.04	\$993.36
	71000-5950-100	Payroll Tax - FICA	\$15,154.99	\$3,281.70	\$627.10	\$2,654.60	\$17,809.59
	71000-5950-200	Payroll Tax - FICA	\$6,584.52	\$1,794.86	\$396.06	\$1,398.80	\$7,983.32
	71000-5950-600	Payroll Tax - FICA	\$4,927.54	\$1,167.94	\$254.94	\$913.00	\$5,840.54
	71000-5950-900	Payroll Tax - FICA	\$7,273.12	\$1,283.23	\$315.55	\$967.68	\$8,240.80
	71000-5950-950	Payroll Tax - FICA	\$2,992.18	\$660.51	\$132.40	\$528.11	\$3,520.29
	71010-5950-100	Payroll Tax - UC	\$667.09	\$55.79	\$0.00	\$55.79	\$722.88
	71010-5950-200	Payroll Tax - UC	\$606.96	\$149.56	\$0.00	\$149.56	\$756.52
	71010-5950-600	Payroll Tax - UC	\$296.85	\$48.52	\$0.00	\$48.52	\$345.37
	71010-5950-900	Payroll Tax - UC	\$127.86	\$0.98	\$0.00	\$0.98	\$128.84
	71010-5950-950	Payroll Tax - UC	\$101.87	\$0.00	\$0.00	\$0.00	\$101.87
	71020-5950-100	Payroll Tax - WC	\$3,845.29	\$560.24	\$0.00	\$560.24	\$4,405.53
	71020-5950-200	Payroll Tax - WC	\$1,556.30	\$317.64	\$0.00	\$317.64	\$1,873.94
	71020-5950-600	Payroll Tax - WC	\$1,267.38	\$220.88	\$0.00	\$220.88	\$1,488.26
	71020-5950-900	Payroll Tax - WC	\$1,945.38	\$245.92	\$0.00	\$245.92	\$2,191.30
	71020-5950-950	Payroll Tax - WC	\$763.00	\$128.65	\$0.00	\$128.65	\$891.65
	71030-5950-100	Benefits	\$16,070.19	\$6,308.67	\$3,600.70	\$2,707.97	\$18,778.16
	71030-5950-200	Benefits	\$79.44	\$1,190.05	\$1,158.68	\$31.37	\$110.81
	71030-5950-600	Benefits	\$7,229.99	\$2,401.84	\$1,091.17	\$1,310.67	\$8,540.66
	71030-5950-900	Benefits	\$14,792.51	\$5,135.19	\$2,808.51	\$2,326.68	\$17,119.19
	71030-5950-950	Benefits	\$3,057.43	\$856.55	\$241.74	\$614.81	\$3,672.24
	80110-5950-200	Cart Supplies	\$403.04	\$0.00	\$0.00	\$0.00	\$403.04
	80120-5950-100	Chemicals	\$4,161.77	\$530.00	\$0.00	\$530.00	\$4,691.77
	80170-5950-100	Course Accessories	\$1,809.99	\$437.31	\$179.88	\$257.43	\$2,067.42
	80230-5950-100	Fertilizer	\$29,486.41	\$6,146.00	\$0.00	\$6,146.00	\$35,632.41
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$8,273.34	\$933.01	\$0.00	\$933.01	\$9,206.35
	80280-5950-100	Fungicides	\$4,713.79	\$0.00	\$0.00	\$0.00	\$4,713.79
	80320-5950-100	Herbicides	\$15,879.76	\$4,678.59	\$0.00	\$4,678.59	\$20,558.35
	80370-5950-100	Insecticides	\$5,579.08	\$1,586.90	\$275.98	\$1,310.92	\$6,890.00
	80380-5950-900	Janitorial Supplies	\$2,066.44	\$1,315.19	\$0.00	\$1,315.19	\$3,381.63
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$2,814.93	\$528.98	\$0.00	\$528.98	\$3,343.91
	80590-5950-600	Printing	\$1,597.80	\$47.93	\$2.93	\$45.00	\$1,642.80
	80610-5950-220	Range Balls	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00
	80620-5950-220	Range Equipment	\$0.00	\$1,382.29	\$0.00	\$1,382.29	\$1,382.29
	80630-5950-220	Range Expenses	\$1,181.94	\$0.00	\$0.00	\$0.00	\$1,181.94
	80690-5950-100	Sand/Topdress	\$4,297.02	\$0.00	\$0.00	\$0.00	\$4,297.02
	80710-5950-100	Seeds/Trees	\$3,520.00	\$0.00	\$0.00	\$0.00	\$3,520.00
	80730-5950-100	Small Tools	\$39.98	\$0.00	\$0.00	\$0.00	\$39.98
	80780-5950-200	Supplies	\$461.62	\$0.00	\$0.00	\$0.00	\$461.62
	80780-5950-600	Supplies	\$4,825.33	\$0.00	\$0.00	\$0.00	\$4,825.33
	80810-5950-600	Tournament Expense	\$4,349.42	\$280.74	\$0.00	\$280.74	\$4,630.16
	81010-5950-900	Alarm System	\$1,002.00	\$142.00	\$0.00	\$142.00	\$1,144.00
	81090-5950-200	Cart Repairs	\$46.87	\$60.00	\$0.00	\$60.00	\$106.87
	81130-5950-900	Computer Service	\$10,019.10	\$1,221.91	\$0.00	\$1,221.91	\$11,241.01
	81140-5950-900	Contract Cleaning	\$6,075.00	\$1,000.00	\$0.00	\$1,000.00	\$7,075.00
	81200-5950-900	Guest Relations	\$5,418.45	\$173.81	\$0.00	\$173.81	\$5,592.26
	81220-5950-600	Handicap Expense	\$6,412.00	\$0.00	\$0.00	\$0.00	\$6,412.00
	81250-5950-100	Irrigation	\$2,572.49	\$392.99	\$0.00	\$392.99	\$2,965.48
	81270-5950-600	Lesson Expense	\$583.20	\$0.00	\$0.00	\$0.00	\$583.20
	81300-5950-900	Pest Control	\$17.92	\$0.00	\$0.00	\$0.00	\$17.92
	81340-5950-100	Repair & Maint - Paths	\$2,901.18	\$147.25	\$0.00	\$147.25	\$3,048.43
	81350-5950-100	Repair & Maint - Equipment	\$7,253.58	\$4,115.04	\$15.95	\$4,099.09	\$11,352.67
	81350-5950-220	Repair & Maint - Equipment	\$1,532.43	\$0.00	\$0.00	\$0.00	\$1,532.43
	81350-5950-900	Repair & Maint - Equipment	\$2,841.16	\$490.69	\$0.00	\$490.69	\$3,331.85

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81360-5950-100	Repair & Maint - Building	\$1,379.80	\$0.00	\$0.00	\$0.00	\$1,379.80
	81360-5950-900	Repair & Maint - Building	\$5,984.81	\$61.41	\$0.00	\$61.41	\$6,046.22
	82000-5950-200	Cart Lease	\$42,846.00	\$7,141.00	\$0.00	\$7,141.00	\$49,987.00
	82020-5950-100	Equipment Lease	\$59,670.00	\$10,500.00	\$0.00	\$10,500.00	\$70,170.00
	82060-5950-900	Off-Site Storage	\$1,236.00	\$206.00	\$0.00	\$206.00	\$1,442.00
	83000-5950-100	Utilities - Electric	\$1,597.08	\$257.28	\$0.00	\$257.28	\$1,854.36
	83000-5950-200	Utilities - Electric	\$4,149.98	\$747.04	\$0.00	\$747.04	\$4,897.02
	83020-5950-100	Utilities - Other	\$9,621.28	\$1,706.97	\$0.00	\$1,706.97	\$11,328.25
	83020-5950-900	Utilities - Other	\$13,167.19	\$2,293.23	\$0.00	\$2,293.23	\$15,460.42
	83030-5950-900	Utilities - Telephone/Fax	\$1,193.70	\$199.19	\$0.00	\$199.19	\$1,392.89
	83050-5950-100	Utilities - Water	\$1,645.59	\$295.49	\$0.00	\$295.49	\$1,941.08
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$8,801.52	\$4,255.12	\$400.00	\$3,855.12	\$12,656.64
	85020-5950-900	Bank Charges	\$2,061.49	\$384.50	\$0.00	\$384.50	\$2,445.99
	85050-5950-900	Cash Short/(Over)	(\$860.69)	\$419.21	\$493.53	(\$74.32)	(\$935.01)
	85060-5950-900	Cell Phone	\$1,440.00	\$240.00	\$0.00	\$240.00	\$1,680.00
	85070-5950-900	City Surcharge R & R	\$19,922.33	\$3,926.85	\$0.00	\$3,926.85	\$23,849.18
	85120-5950-900	Credit Card Discounts	\$29,985.57	\$6,920.96	\$0.00	\$6,920.96	\$36,906.53
	85140-5950-900	Donations	\$0.00	\$0.00	\$50.00	(\$50.00)	(\$50.00)
	85150-5950-900	Dues & Subscriptions	\$539.99	\$0.00	\$0.00	\$0.00	\$539.99
	85160-5950-100	Education & Training	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00
	85160-5950-600	Education & Training	\$601.50	\$0.00	\$0.00	\$0.00	\$601.50
	85190-5950-100	Employee Relations	\$535.64	\$0.00	\$0.00	\$0.00	\$535.64
	85190-5950-900	Employee Relations	\$6,977.63	\$571.98	\$0.00	\$571.98	\$7,549.61
	85200-5950-100	Employee Testing	\$88.87	\$0.00	\$0.00	\$0.00	\$88.87
	85280-5950-900	Insurance Expense	\$55,280.46	\$9,213.41	\$0.00	\$9,213.41	\$64,493.87
	85320-5950-900	Member Relations	\$356.32	\$0.00	\$0.00	\$0.00	\$356.32
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85480-5950-900	Payroll Processing Fee	\$3,017.59	\$543.21	\$0.00	\$543.21	\$3,560.80
	85490-5950-900	Postage/Shipping	\$953.49	\$105.31	\$0.00	\$105.31	\$1,058.80
	85610-5950-900	Tax/Licenses/Fees	(\$180.00)	\$0.00	\$30.00	(\$30.00)	(\$210.00)
	85720-5950-900	Travel - Other	\$1,922.81	\$1,622.30	\$0.00	\$1,622.30	\$3,545.11
	90000-5950-900	Management Fee	\$39,552.00	\$6,592.00	\$0.00	\$6,592.00	\$46,144.00
	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	14,806.00	405.00	0.00	405.00	15,211.00
	R003A-5950-100	Rounds - Group	18,035.00	556.00	0.00	556.00	18,591.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,253.00	70.00	0.00	70.00	2,323.00
	R007A-5950-100	Rounds - Green Fee - League	15,389.00	407.00	0.00	407.00	15,796.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	11,214.00	834.00	0.00	834.00	12,048.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	941.00	18.00	0.00	18.00	959.00
	R012A-5950-100	Rounds - Green Fee - Outing	10,525.00	224.00	0.00	224.00	10,749.00
	R014A-5950-100	Rounds - Resident	65,094.00	1,563.00	0.00	1,563.00	66,657.00
	R015A-5950-100	Rounds - Green Fee - Senior	26,567.00	772.00	0.00	772.00	27,339.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,696.00	192.00	0.00	192.00	5,888.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,719.00	80.00	0.00	80.00	3,799.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	566.00	43.00	0.00	43.00	609.00
	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	\$883,969.46	\$883,969.46	\$0.00

**The Golf Club at Cypress Head
Course Cash Flow Report
April 30, 2024**

	<u>April</u>	<u>YTD</u>
EBITDA	\$55,026.50	\$170,377.91
Management Fee Expense	(6,592.00)	(46,144.00)
Depreciation & Amortization	(95.53)	(668.71)
Net Income	48,338.97	123,565.20
Working Capital Changes		
Inventory	8,395.30	(32,640.42)
Receivables	(2,220.01)	44,936.93
Payables	(42,098.11)	49,213.49
Due to from the City		1,234.31
Prepays	15,392.81	14,456.78
Accrued Liabilities	1,167.31	(615.69)
Other Liabilities	(12,476.40)	(89,033.75)
Depreciation & Amortization	95.53	668.71
Operating Cash Flow	16,595.40	111,785.56
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>16,595.40</u>	<u>111,785.56</u>
Beginning Cash	444,889.41	349,699.25
Net Cash Flows	<u>16,595.40</u>	<u>111,785.56</u>
Ending Cash	<u>461,484.81</u>	<u>461,484.81</u>

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2024

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												
201,528	204,759	98%	193,774	104%	Green Fees & Cart Fees	1,201,316	1,280,836	94%	1,163,175	103%	1,894,268	1,816,493
45,649	25,150	182%	26,833	170%	Merchandise	196,948	146,900	134%	145,427	135%	225,501	337,837
3,778	3,550	106%	2,977	127%	Other Pro Shop	23,255	27,200	85%	22,651	103%	45,630	32,953
8,649	8,524	101%	7,745	112%	Range	40,847	49,365	83%	42,002	97%	83,261	67,653
3,927	4,096	96%	3,996	98%	Other Operating Revenues	23,849	27,540	87%	25,838	92%	44,187	38,851
263,531	246,079	107%	235,325	112%	TOTAL REVENUE	1,486,216	1,531,841	97%	1,399,094	106%	2,292,847	2,293,788
COST OF SALES												
30,458	17,605	173%	18,085	168%	Merchandise	134,169	102,830	130%	102,263	131%	157,851	234,318
30,458	17,605	173%	18,085	168%	TOTAL COGS	134,169	102,830	130%	102,263	131%	157,851	234,318
66.7%	70.0%	95.3%	67.4%	99.0%	COGS - Merchandise %	68.1%	70.0%	97.3%	70.3%	96.9%	70.0%	853.5%
PAYROLL												
41,749	45,317	92%	36,722	114%	Course and Grounds	282,103	317,817	89%	268,016	105%	547,942	474,122
19,834	17,232	115%	16,570	120%	Carts, Range, Starters, Etc.	112,745	121,334	93%	87,757	128%	211,522	185,457
14,857	13,167	113%	11,852	125%	Pro Shop	95,893	92,678	103%	72,368	133%	159,420	154,734
17,416	18,463	94%	16,471	106%	General and Administrative	126,917	129,318	98%	114,697	111%	222,142	228,810
8,417	6,663	126%	2,476	340%	Marketing	55,775	46,674	119%	27,413	203%	80,098	62,725
102,274	100,842	101%	84,091	122%	TOTAL PAYROLL	673,432	707,821	95%	570,250	118%	1,221,123	1,105,848
OPERATING EXPENSES												
31,255	24,702	127%	27,236	115%	Course and Grounds	196,881	187,486	105%	183,118	108%	330,078	341,842
9,330	9,877	94%	9,778	95%	Carts, Range, Starters, Etc.	63,202	82,449	77%	81,012	78%	133,584	117,139
326	100	326%	1,504	22%	Pro Shop	18,695	11,885	157%	12,147	154%	14,245	20,398
31,007	23,186	134%	24,549	126%	General and Administrative	216,802	205,380	106%	197,075	110%	321,392	355,437
3,855	2,000	193%	6,400	60%	Marketing	12,657	11,000	115%	11,947	106%	28,800	27,413
75,773	59,865	127%	69,467	109%	TOTAL OPERATING EXPENSES	508,237	498,200	102%	485,298	105%	828,099	862,229
208,505	178,312	117%	171,644	121%	TOTAL EXPENSES	1,315,838	1,308,851	101%	1,157,812	114%	2,207,072	2,202,395
55,027	67,767	81%	63,681	86%	EBITDA	170,378	222,990	76%	241,282	71%	85,774	91,392

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
55,027	67,767	81%	63,681	86%	EBITDA	170,378	222,990	76%	241,282	71%	85,774	91,392
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(46,144)	(46,144)	100%	(44,674)	103%	(79,104)	(78,144)
(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)
48,339	61,080	79%	57,186	85%	NET INCOME	123,565	176,178	70%	195,939	63%	5,524	12,102
4,469	4,700	95%	4,537	99%	Paid Rounds	26,152	29,330	89%	28,227	93%	43,894	43,022
405	409	99%	406	100%	Annual Pass Rounds	2,624	2,518	104%	2,515	104%	4,795	4,272
290	231	126%	247	117%	Other Rounds	1,843	1,738	106%	1,754	105%	2,783	3,113
5,164	5,340	97%	5,190	99%	Total Rounds	30,619	33,586	91%	32,496	94%	51,472	50,407
59	52	113%	52	114%	Revenue/Paid Rounds	57	52	109%	50	115%	52	637
51	46	111%	45	113%	Revenue/Total Rounds	49	46	106%	43	113%	45	541

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2024

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												
131,052	137,451	95%	128,757	102%	Green Fees	770,316	852,173	90%	780,760	99%	1,227,781	1,155,590
70,476	67,308	105%	65,017	108%	Cart Fee	431,001	428,663	101%	382,416	113%	666,486	660,903
90	0	0%	25	360%	Handicap Fee	6,445	5,300	122%	5,164	125%	6,430	6,832
2,270	2,600	87%	1,992	114%	Lessons	9,955	16,100	62%	13,043	76%	31,400	14,900
1,418	950	149%	960	148%	Rental Clubs	6,855	5,800	118%	4,445	154%	7,800	11,222
45,649	25,150	182%	26,833	170%	Retail	196,948	146,900	134%	145,427	135%	225,501	337,837
8,649	8,524	101%	7,745	112%	Range	40,847	49,365	83%	42,002	97%	83,261	67,653
3,927	4,096	96%	3,996	98%	City Surcharge R & R	23,849	27,540	87%	25,838	92%	44,187	38,851
263,531	246,079	107%	235,325	112%	Total Revenues	1,486,216	1,531,841	97%	1,399,094	106%	2,292,847	2,293,788
COST OF GOODS SOLD												
30,458	17,605	173%	18,085	168%	COGS - Merchandise	134,169	102,830	130%	102,263	131%	157,851	234,318
30,458	17,605	173%	18,085	168%	Total COGS	134,169	102,830	130%	102,263	131%	157,851	234,318
233,074	228,474	102%	217,239	107%	GROSS MARGIN	1,352,047	1,429,011	95%	1,296,830	104%	2,134,996	2,059,470
66.72%	70.00%	95.32%	67.40%	98.99%	COGS - Merchandise %	68.12%	70.00%	97.32%	70.32%	96.88%	70.00%	853.51%
PAYROLL												
36,652	34,713	106%	28,477	129%	Gross Payroll - Salaried	256,004	242,988	105%	207,460	123%	416,550	418,059
50,441	50,773	99%	42,934	117%	Gross Payroll - Hourly	312,907	357,192	88%	277,323	113%	618,341	519,907
87,093	85,485	102%	71,411	122%	S/T Wages	568,911	600,179	95%	484,783	117%	1,034,892	937,966
6,462	6,540	99%	5,332	121%	Payroll Tax - FICA	43,395	45,914	95%	35,785	121%	79,169	69,515
255	216	118%	208	123%	Payroll Tax - UC	2,055	1,909	108%	1,669	123%	2,816	2,828
1,473	1,768	83%	1,293	114%	Payroll Tax - WC	10,851	11,994	90%	9,262	117%	20,986	17,484
6,992	6,832	102%	5,848	120%	Benefits	48,221	47,824	101%	38,751	124%	83,261	78,054
15,182	15,356	99%	12,680	120%	S/T Adders	104,522	107,641	97%	85,467	122%	186,231	167,882
102,274	100,842	101%	84,091	122%	TOTAL PAYROLL	673,432	707,821	95%	570,250	118%	1,221,123	1,105,848
OPERATING EXPENSES												
0	50	0%	117	0%	Cart Supplies	403	700	58%	701	58%	950	436
530	800	66%	886	60%	Chemicals	4,692	5,600	84%	3,775	124%	9,600	9,599
257	600	43%	3,087	8%	Course Accessories	2,067	4,800	43%	5,081	41%	7,400	7,279
6,146	6,500	95%	7,058	87%	Fertilizer	35,632	45,300	79%	38,700	92%	61,100	54,319
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
933	1,700	55%	1,057	88%	Fuel	9,206	10,300	89%	10,372	89%	20,300	18,460
0	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
4,679	1,000	468%	655	714%	Herbicides	20,558	13,900	148%	20,744	99%	32,600	39,142
1,311	0	0%	0	0%	Insecticides	6,890	1,200	574%	1,029	669%	11,800	13,115
1,315	600	219%	1,002	131%	Janitorial Supplies	3,382	5,000	68%	5,009	68%	7,450	5,119
0	100	0%	0	0%	Laundry/Uniforms	42	1,730	2%	1,504	3%	2,405	92
529	450	118%	1,336	40%	Office Supplies	3,344	4,600	73%	5,263	64%	6,750	6,246
45	0	0%	1,090	4%	Printing	1,643	0	0%	1,106	149%	0	1,643
0	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
1,382	0	0%	0	0%	Range Equipment	1,382	1,460	95%	672	206%	1,710	2,384
0	400	0%	0	0%	Range Expenses	1,182	2,000	59%	1,557	76%	2,300	2,296
0	1,500	0%	0	0%	Sand/Topdress	4,297	5,400	80%	4,961	87%	12,900	14,063
0	0	0%	1,450	0%	Seeds/Trees	3,520	7,000	50%	7,010	50%	8,500	3,520
0	400	0%	0	0%	Small Tools	40	1,600	2%	493	8%	2,400	40
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
0	0	0%	388	0%	Supplies	5,287	6,150	86%	6,473	82%	7,550	7,469
281	0	0%	0	0%	Tournament Expense	4,630	1,410	328%	1,317	351%	1,500	5,023
142	150	95%	139	102%	Alarm System	1,144	1,400	82%	1,187	96%	2,150	1,845
60	100	60%	200	30%	Cart Repairs	107	1,750	6%	1,603	7%	1,950	432
1,222	800	153%	255	480%	Computer Service	11,241	5,600	201%	2,895	388%	9,600	15,814
1,000	700	143%	788	127%	Contract Cleaning	7,075	4,900	144%	4,731	150%	8,400	11,113
174	0	0%	0	0%	Guest Relations	5,592	8,550	65%	8,258	68%	8,700	5,592
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
393	900	44%	175	225%	Irrigation	2,965	6,300	47%	4,533	65%	10,800	4,912
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
147	0	0%	0	0%	Repair & Maint - Paths	3,048	1,500	203%	171	1778%	3,000	3,210
4,590	1,800	255%	1,608	285%	Repair & Maint - Equipment	16,217	17,130	95%	18,292	89%	28,070	33,136
61	0	0%	1,392	4%	Repair & Maint - Building	7,426	3,020	246%	4,346	171%	5,920	18,489
7,141	8,577	83%	8,577	83%	Cart Lease	49,987	60,039	83%	60,039	83%	102,924	92,872
10,500	7,166	147%	7,140	147%	Equipment Lease	70,170	50,162	140%	49,980	140%	85,992	105,870
206	250	82%	206	100%	Off-Site Storage	1,442	1,750	82%	1,442	100%	3,000	2,472
1,004	1,020	98%	1,075	93%	Utilities - Electric	6,751	6,440	105%	6,504	104%	11,440	11,824
4,000	3,950	101%	5,428	74%	Utilities - Other	26,789	26,650	101%	26,698	100%	46,200	47,786
199	200	100%	197	101%	Utilities - Telephone/Fax	1,393	1,400	99%	1,434	97%	2,400	2,316
295	216	137%	220	134%	Utilities - Water	1,941	1,512	128%	1,612	120%	2,592	2,947
3,855	2,000	193%	6,400	60%	Advertising & Promotion	12,657	11,000	115%	11,947	106%	28,800	27,413
385	450	85%	346	111%	Bank Charges	2,446	2,650	92%	2,478	99%	4,400	3,600
(74)	0	0%	208	-36%	Cash Short/(Over)	(935)	0	0%	(243)	385%	0	(957)

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
240	270	89%	240	100%	Cell Phone	1,680	1,870	90%	1,680	100%	3,220	2,780
3,927	4,096	96%	3,996	98%	City Surcharge R & R	23,849	27,540	87%	25,838	92%	44,187	38,851
6,921	3,500	198%	6,977	99%	Credit Card Discounts	36,907	29,300	126%	32,437	114%	42,800	59,009
(50)	0	0%	0	0%	Donations	(50)	0	0%	(10)	500%	0	(98)
0	150	0%	(982)	0%	Dues & Subscriptions	540	2,200	25%	1,055	51%	3,300	2,124
0	0	0%	0	0%	Education & Training	1,142	590	193%	670	170%	740	2,407
572	250	229%	1,269	45%	Employee Relations	8,085	5,450	148%	5,290	153%	6,400	11,682
0	0	0%	0	0%	Employee Testing	89	32	278%	66	135%	64	171
9,213	8,500	108%	7,675	120%	Insurance Expense	64,494	59,500	108%	53,726	120%	102,000	107,417
0	50	0%	(2,822)	0%	Member Relations	356	350	102%	(4,108)	-9%	600	204
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
543	450	121%	454	120%	Payroll Processing Fee	3,561	3,070	116%	3,112	114%	5,170	5,871
105	150	70%	176	60%	Postage/Shipping	1,059	1,430	74%	1,438	74%	2,180	1,654
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(210)	0	0%	(140)	150%	200	(285)
0	0	0%	0	0%	Travel - Meals	0	550	0%	246	0%	850	0
1,622	50	3245%	35	4668%	Travel - Other	3,545	3,750	95%	9,825	36%	4,000	4,545
0	20	0%	0	0%	Employee Meals	0	140	0%	25	0%	240	0
75,773	59,865	127%	69,467	109%	TOTAL OPERATING EXPENSES	508,237	498,200	102%	485,298	105%	828,099	862,229
55,027	67,767	81%	63,681	86%	EBITDA	170,378	222,990	76%	241,282	71%	85,774	91,392
6,592	6,592	100%	6,400	103%	Management Fee	46,144	46,144	100%	44,674	103%	79,104	78,144
6,592	6,592	100%	6,400	103%	Management Fees	46,144	46,144	100%	44,674	103%	79,104	78,144
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
48,339	61,080	79%	57,186	85%	NET INCOME	123,565	176,178	70%	195,939	63%	5,524	12,102

The Golf Club at Cypress Head
Course & Grounds
For the Seven Months Ending April 30, 2024

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												
131,052	137,451	95%	128,757	102%	Green Fees	770,316	852,173	90%	780,760	99%	1,227,781	1,155,590
3,927	4,096	96%	3,996	98%	City Surcharge R & R	23,849	27,540	87%	25,838	92%	44,187	38,851
134,979	141,547	95%	132,753	102%	Total Revenues	794,165	879,713	90%	806,598	98%	1,271,968	1,194,441
134,979	141,547	95%	132,753	102%	GROSS MARGIN	794,165	879,713	90%	806,598	98%	1,271,968	1,194,441
PAYROLL												
11,253	11,378	99%	10,926	103%	Gross Payroll - Salaried	80,152	79,648	101%	76,131	105%	136,539	135,993
24,517	27,146	90%	20,177	122%	Gross Payroll - Hourly	160,234	190,227	84%	155,291	103%	328,670	268,319
35,770	38,524	93%	31,102	115%	S/T Wages	240,387	269,874	89%	231,422	104%	465,209	404,311
2,655	2,947	90%	2,301	115%	Payroll Tax - FICA	17,810	20,645	86%	17,161	104%	35,588	29,920
56	22	252%	21	261%	Payroll Tax - UC	723	719	101%	637	114%	819	807
560	797	70%	584	96%	Payroll Tax - WC	4,406	5,393	82%	4,446	99%	9,434	7,534
2,708	3,027	89%	2,713	100%	Benefits	18,778	21,186	89%	14,352	131%	36,892	31,550
5,979	6,793	88%	5,620	106%	S/T Adders	41,716	47,943	87%	36,594	114%	82,733	69,811
41,749	45,317	92%	36,722	114%	TOTAL PAYROLL	282,103	317,817	89%	268,016	105%	547,942	474,122
OPERATING EXPENSES												
530	800	66%	886	60%	Chemicals	4,692	5,600	84%	3,775	124%	9,600	9,599
257	600	43%	3,087	8%	Course Accessories	2,067	4,800	43%	5,081	41%	7,400	7,279
6,146	6,500	95%	7,058	87%	Fertilizer	35,632	45,300	79%	38,700	92%	61,100	54,319
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
933	1,700	55%	1,057	88%	Fuel	9,206	10,300	89%	10,372	89%	20,300	18,460
0	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
4,679	1,000	468%	655	714%	Herbicides	20,558	13,900	148%	20,744	99%	32,600	39,142
1,311	0	0%	0	0%	Insecticides	6,890	1,200	574%	1,029	669%	11,800	13,115
0	1,500	0%	0	0%	Sand/Topdress	4,297	5,400	80%	4,961	87%	12,900	14,063
0	0	0%	1,450	0%	Seeds/Trees	3,520	7,000	50%	7,010	50%	8,500	3,520
0	400	0%	0	0%	Small Tools	40	1,600	2%	493	8%	2,400	40
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
393	900	44%	175	225%	Irrigation	2,965	6,300	47%	4,533	65%	10,800	4,912
147	0	0%	0	0%	Repair & Maint - Paths	3,048	1,500	203%	171	1778%	3,000	3,210
4,099	1,800	228%	1,608	255%	Repair & Maint - Equipment	11,353	12,600	90%	14,414	79%	21,600	25,481
0	0	0%	399	0%	Repair & Maint - Building	1,380	500	276%	1,253	110%	1,000	1,781
10,500	7,166	147%	7,140	147%	Equipment Lease	70,170	50,162	140%	49,980	140%	85,992	105,870
257	270	95%	303	85%	Utilities - Electric	1,854	1,890	98%	1,962	95%	3,240	3,544
1,707	1,750	98%	3,198	53%	Utilities - Other	11,328	12,250	92%	12,575	90%	21,000	19,599
295	216	137%	220	134%	Utilities - Water	1,941	1,512	128%	1,612	120%	2,592	2,947
0	0	0%	0	0%	Education & Training	540	590	92%	670	81%	740	705
0	100	0%	0	0%	Employee Relations	536	400	134%	578	93%	600	637
0	0	0%	0	0%	Employee Testing	89	32	278%	66	135%	64	171
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
31,255	24,702	127%	27,236	115%	TOTAL OPERATING EXPENSES	196,881	187,486	105%	183,118	108%	330,078	341,842
61,975	71,529	87%	68,795	90%	EBITDA	315,181	374,409	84%	355,464	89%	393,949	378,477
61,975	71,529	87%	68,795	90%	NET INCOME	315,181	374,409	84%	355,464	89%	393,949	378,477

The Golf Club at Cypress Head
Carts
For the Seven Months Ending April 30, 2024

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							
70,476	67,308	105%	65,017	108%	Cart Fee	431,001	428,663	101%	382,416	113%	666,486	660,903
70,476	67,308	105%	65,017	108%	Total Revenues	431,001	428,663	101%	382,416	113%	666,486	660,903
70,476	67,308	105%	65,017	108%	GROSS MARGIN	431,001	428,663	101%	382,416	113%	666,486	660,903
					PAYROLL							
17,937	15,570	115%	14,944	120%	Gross Payroll - Hourly	102,021	110,028	93%	79,526	128%	191,643	167,696
17,937	15,570	115%	14,944	120%	S/T Wages	102,021	110,028	93%	79,526	128%	191,643	167,696
1,399	1,191	117%	1,210	116%	Payroll Tax - FICA	7,983	8,417	95%	6,302	127%	14,661	13,141
150	140	107%	131	114%	Payroll Tax - UC	757	626	121%	584	130%	1,221	1,322
318	322	99%	276	115%	Payroll Tax - WC	1,874	2,199	85%	1,499	125%	3,887	3,162
31	9	349%	8	398%	Benefits	111	64	174%	(155)	-72%	110	136
1,897	1,662	114%	1,625	117%	S/T Adders	10,725	11,306	95%	8,230	130%	19,879	17,761
19,834	17,232	115%	16,570	120%	TOTAL PAYROLL	112,745	121,334	93%	87,757	128%	211,522	185,457
					OPERATING EXPENSES							
0	50	0%	117	0%	Cart Supplies	403	700	58%	701	58%	950	436
0	0	0%	112	0%	Supplies	462	2,750	17%	2,906	16%	3,250	1,837
60	100	60%	200	30%	Cart Repairs	107	1,750	6%	1,603	7%	1,950	432
7,141	8,577	83%	8,577	83%	Cart Lease	49,987	60,039	83%	60,039	83%	102,924	92,872
747	750	100%	772	97%	Utilities - Electric	4,897	4,550	108%	4,542	108%	8,200	8,280
7,948	9,477	84%	9,778	81%	TOTAL OPERATING EXPENSES	55,856	69,789	80%	69,790	80%	117,274	103,858
42,694	40,599	105%	38,669	110%	EBITDA	262,400	237,540	110%	224,869	117%	337,691	371,588
42,694	40,599	105%	38,669	110%	NET INCOME	262,400	237,540	110%	224,869	117%	337,691	371,588

The Golf Club at Cypress Head
Range
For the Seven Months Ending April 30, 2024

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							
8,649	8,524	101%	7,745	112%	Range	40,847	49,365	83%	42,002	97%	83,261	67,653
8,649	8,524	101%	7,745	112%	Total Revenues	40,847	49,365	83%	42,002	97%	83,261	67,653
8,649	8,524	101%	7,745	112%	GROSS MARGIN	40,847	49,365	83%	42,002	97%	83,261	67,653
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
1,382	0	0%	0	0%	Range Equipment	1,382	1,460	95%	672	206%	1,710	2,384
0	400	0%	0	0%	Range Expenses	1,182	2,000	59%	1,557	76%	2,300	2,296
0	0	0%	0	0%	Repair & Maint - Equipment	1,532	3,200	48%	3,200	48%	3,300	2,100
1,382	400	346%	0	0%	TOTAL OPERATING EXPENSES	7,347	12,660	58%	11,221	65%	16,310	13,281
7,267	8,124	89%	7,745	94%	EBITDA	33,501	36,705	91%	30,780	109%	66,951	54,373
7,267	8,124	89%	7,745	94%	NET INCOME	33,501	36,705	91%	30,780	109%	66,951	54,373

The Golf Club at Cypress Head
Golf Shop
For the Seven Months Ending April 30, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
90	0	0%	25	360%	REVENUES							
2,270	2,600	87%	1,992	114%	Handicap Fee	6,445	5,300	122%	5,164	125%	6,430	6,832
1,418	950	149%	960	148%	Lessons	9,955	16,100	62%	13,043	76%	31,400	14,900
45,649	25,150	182%	26,833	170%	Rental Clubs	6,855	5,800	118%	4,445	154%	7,800	11,222
					Retail	196,948	146,900	134%	145,427	135%	225,501	337,837
49,427	28,700	172%	29,810	166%	Total Revenues	220,203	174,100	126%	168,079	131%	271,131	370,790
30,458	17,605	173%	18,085	168%	COST OF GOODS SOLD							
30,458	17,605	173%	18,085	168%	COGS - Merchandise	134,169	102,830	130%	102,263	131%	157,851	234,318
					Total COGS	134,169	102,830	130%	102,263	131%	157,851	234,318
18,970	11,095	171%	11,725	162%	GROSS MARGIN	86,034	71,270	121%	65,815	131%	113,280	136,472
66.72%	70.00%	95.32%	67.40%	98.99%	COGS - Merchandise %	68.12%	70.00%	97.32%	70.32%	96.88%	70.00%	853.51%
4,529	3,605	126%	4,126	110%	PAYROLL							
7,835	7,800	100%	6,081	129%	Gross Payroll - Salaried	30,020	25,235	119%	22,871	131%	43,260	50,132
12,364	11,405	108%	10,206	121%	Gross Payroll - Hourly	49,658	55,120	90%	38,836	128%	94,900	78,858
					S/T Wages	79,678	80,355	99%	61,706	129%	138,160	128,990
913	872	105%	782	117%	Payroll Tax - FICA	5,841	6,147	95%	4,702	124%	10,569	9,832
49	47	102%	55	89%	Payroll Tax - UC	345	328	105%	278	124%	504	445
221	236	94%	195	113%	Payroll Tax - WC	1,488	1,606	93%	1,183	126%	2,801	2,426
1,311	606	216%	614	214%	Benefits	8,541	4,242	201%	4,498	190%	7,385	13,041
2,493	1,762	142%	1,646	151%	S/T Adders	16,215	12,323	132%	10,661	152%	21,260	25,744
14,857	13,167	113%	11,852	125%	TOTAL PAYROLL	95,893	92,678	103%	72,368	133%	159,420	154,734
0	100	0%	138	0%	OPERATING EXPENSES							
45	0	0%	1,090	4%	Office Supplies	0	400	0%	138	0%	600	0
0	0	0%	275	0%	Printing	1,643	0	0%	1,090	151%	0	1,643
281	0	0%	0	0%	Supplies	4,825	3,400	142%	3,567	135%	4,300	5,631
0	0	0%	0	0%	Tournament Expense	4,630	1,410	328%	1,317	351%	1,500	5,023
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Repair & Maint - Building	0	300	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
326	100	326%	1,504	22%	TOTAL OPERATING EXPENSES	18,695	11,885	157%	12,147	154%	14,245	20,398
3,787	(2,172)	-174%	(1,631)	-232%	EBITDA	(28,554)	(33,293)	86%	(18,699)	153%	(60,384)	(38,660)
3,787	(2,172)	-174%	(1,631)	-232%	NET INCOME	(28,554)	(33,293)	86%	(18,699)	153%	(60,384)	(38,660)

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2024

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												
13,723	14,229	96%	12,795	107%	Gross Payroll - Salaried	98,243	99,605	99%	87,028	113%	170,751	181,831
152	257	59%	89	172%	Gross Payroll - Hourly	993	1,817	55%	399	249%	3,129	1,298
13,875	14,486	96%	12,884	108%	S/T Wages	99,237	101,422	98%	87,427	114%	173,880	183,129
968	1,108	87%	865	112%	Payroll Tax - FICA	8,241	7,759	106%	5,722	144%	13,302	12,524
1	2	42%	1	178%	Payroll Tax - UC	129	142	91%	113	114%	154	132
246	300	82%	237	104%	Payroll Tax - WC	2,191	2,027	108%	1,694	129%	3,525	3,424
2,327	2,567	91%	2,485	94%	Benefits	17,119	17,968	95%	19,741	87%	31,280	29,601
3,541	3,977	89%	3,587	99%	S/T Adders	27,680	27,896	99%	27,270	102%	48,262	45,681
17,416	18,463	94%	16,471	106%	TOTAL PAYROLL	126,917	129,318	98%	114,697	111%	222,142	228,810
OPERATING EXPENSES												
1,315	600	219%	1,002	131%	Janitorial Supplies	3,382	5,000	68%	5,009	68%	7,450	5,119
0	100	0%	0	0%	Laundry/Uniforms	42	1,730	2%	1,504	3%	2,405	92
529	350	151%	1,198	44%	Office Supplies	3,344	4,200	80%	5,125	65%	6,150	6,246
0	0	0%	0	0%	Printing	0	0	0%	16	0%	0	0
142	150	95%	139	102%	Alarm System	1,144	1,400	82%	1,187	96%	2,150	1,845
1,222	800	153%	255	480%	Computer Service	11,241	5,600	201%	2,895	388%	9,600	15,814
1,000	700	143%	788	127%	Contract Cleaning	7,075	4,900	144%	4,731	150%	8,400	11,113
174	0	0%	0	0%	Guest Relations	5,592	8,550	65%	8,258	68%	8,700	5,592
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
491	0	0%	0	0%	Repair & Maint - Equipment	3,332	1,330	251%	679	491%	3,170	5,554
61	0	0%	993	6%	Repair & Maint - Building	6,046	2,220	272%	3,092	196%	4,520	16,708
206	250	82%	206	100%	Off-Site Storage	1,442	1,750	82%	1,442	100%	3,000	2,472
2,293	2,200	104%	2,230	103%	Utilities - Other	15,460	14,400	107%	14,123	109%	25,200	28,187
199	200	100%	197	101%	Utilities - Telephone/Fax	1,393	1,400	99%	1,434	97%	2,400	2,316
385	450	85%	346	111%	Bank Charges	2,446	2,650	92%	2,478	99%	4,400	3,600
(74)	0	0%	208	-36%	Cash Short/(Over)	(935)	0	0%	(243)	385%	0	(957)
240	270	89%	240	100%	Cell Phone	1,680	1,870	90%	1,680	100%	3,220	2,780
3,927	4,096	96%	3,996	98%	City Surcharge R & R	23,849	27,540	87%	25,838	92%	44,187	38,851
6,921	3,500	198%	6,977	99%	Credit Card Discounts	36,907	29,300	126%	32,437	114%	42,800	59,009
(50)	0	0%	0	0%	Donations	(50)	0	0%	(10)	500%	0	(98)
0	150	0%	(982)	0%	Dues & Subscriptions	540	2,200	25%	1,055	51%	3,300	2,124
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
572	150	381%	1,269	45%	Employee Relations	7,550	5,050	149%	4,712	160%	5,800	11,045
9,213	8,500	108%	7,675	120%	Insurance Expense	64,494	59,500	108%	53,726	120%	102,000	107,417
0	50	0%	(2,822)	0%	Member Relations	356	350	102%	(4,108)	-9%	600	204
0	0	0%	0	0%	Miscellaneous	8	0	0%	0	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	15,500	81%	15,500	81%	19,500	17,500
543	450	121%	454	120%	Payroll Processing Fee	3,561	3,070	116%	3,112	114%	5,170	5,871
105	150	70%	176	60%	Postage/Shipping	1,059	1,430	74%	1,438	74%	2,180	1,654
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(210)	0	0%	(140)	150%	0	(285)
0	0	0%	0	0%	Travel - Meals	0	550	0%	246	0%	850	0
1,622	50	3245%	35	4668%	Travel - Other	3,545	3,750	95%	9,825	36%	4,000	4,545
0	20	0%	0	0%	Employee Meals	0	140	0%	25	0%	240	0
31,007	23,186	134%	24,549	126%	TOTAL OPERATING EXPENSES	216,802	205,380	106%	197,075	110%	321,392	355,437
(48,423)	(41,649)	116%	(41,020)	118%	EBITDA	(343,719)	(334,698)	103%	(311,771)	110%	(543,534)	(584,247)
6,592	6,592	100%	6,400	103%	Management Fee	46,144	46,144	100%	44,674	103%	79,104	78,144
6,592	6,592	100%	6,400	103%	Management Fees	46,144	46,144	100%	44,674	103%	79,104	78,144
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
(55,111)	(48,337)	114%	(47,516)	116%	NET INCOME	(390,531)	(381,511)	102%	(357,114)	109%	(623,784)	(663,537)

The Golf Club at Cypress Head
Marketing
For the Seven Months Ending April 30, 2024

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							
7,146	5,500	130%	631	1133%	Gross Payroll - Salaried	47,589	38,500	124%	21,430	222%	66,000	50,104
0	0	0%	1,643	0%	Gross Payroll - Hourly	0	0	0%	3,271	0%	0	3,737
7,146	5,500	130%	2,274	314%	S/T Wages	47,589	38,500	124%	24,702	193%	66,000	53,841
528	421	126%	174	304%	Payroll Tax - FICA	3,520	2,945	120%	1,898	185%	5,049	4,097
0	5	0%	0	0%	Payroll Tax - UC	102	95	108%	57	178%	117	123
129	114	113%	0	0%	Payroll Tax - WC	892	769	116%	441	202%	1,338	938
615	624	99%	28	2208%	Benefits	3,672	4,365	84%	316	1164%	7,594	3,726
1,272	1,163	109%	202	630%	S/T Adders	8,186	8,174	100%	2,712	302%	14,098	8,884
8,417	6,663	126%	2,476	340%	TOTAL PAYROLL	55,775	46,674	119%	27,413	203%	80,098	62,725
					OPERATING EXPENSES							
3,855	2,000	193%	6,400	60%	Advertising & Promotion	12,657	11,000	115%	11,947	106%	28,800	27,413
3,855	2,000	193%	6,400	60%	TOTAL OPERATING EXPENSES	12,657	11,000	115%	11,947	106%	28,800	27,413
(12,272)	(8,663)	142%	(8,876)	138%	EBITDA	(68,431)	(57,674)	119%	(39,361)	174%	(108,898)	(90,138)
(12,272)	(8,663)	142%	(8,876)	138%	NET INCOME	(68,431)	(57,674)	119%	(39,361)	174%	(108,898)	(90,138)



May 16, 2024

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 2024 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 2024								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 131,052	\$ 137,451	\$ (6,399)		\$ 770,316	\$ 852,173	\$ 780,760	\$ (81,857)
Cart Fees	\$ 70,476	\$ 67,308	\$ 3,168		\$ 431,001	\$ 428,663	\$ 382,416	\$ 2,338
Range	\$ 8,649	\$ 8,524	\$ 125		\$ 40,847	\$ 49,365	\$ 42,002	\$ (8,518)
Pro- Shop Revenues	\$ 49,427	\$ 28,700	\$ 20,727		\$ 220,203	\$ 174,100	\$ 168,079	\$ 46,103
City Surcharge R/R	\$ 3,927	\$ 4,096	\$ (169)		\$ 23,849	\$ 27,540	\$ 25,838	\$ (3,691)
Total Revenue	\$ 263,531	\$ 246,079	\$ 17,452		\$ 1,486,216	\$ 1,531,841	\$ 1,399,095	\$ (45,625)
Cost of Sales	\$ 30,458	\$ 17,605	\$ 12,853		\$ 134,169	\$ 102,830	\$ 102,263	\$ 31,339
Merchandise	\$ 30,458	\$ 17,605	\$ 12,853	67%	\$ 134,169	\$ 102,830	\$ 102,263	\$ 31,339 68%
Gross Margin	\$ 233,073	\$ 228,474	\$ 4,599		\$ 1,352,047	\$ 1,429,011	\$ 1,296,832	\$ (76,964)
Total Payroll	\$ 102,274	\$ 100,842	\$ 1,432		\$ 673,432	\$ 707,821	\$ 570,250	\$ (34,389)
Total Operating Expenses	\$ 75,773	\$ 59,865	\$ 15,908		\$ 508,237	\$ 498,200	\$ 485,298	\$ 10,037
EBITDA	\$ 55,026	\$ 67,767	\$ (12,741)		\$ 170,378	\$ 222,990	\$ 241,284	\$ (52,612)
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 46,813	\$ 46,813	\$ 45,343	\$ -
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 46,144	\$ 46,144	\$ 44,674	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 669	\$ 669	\$ 669	\$ -
Net Cash From Ops	\$ 48,338	\$ 61,079	\$ (12,741)		\$ 123,565	\$ 176,177	\$ 195,941	\$ (52,612)
Rounds								
Total Rounds	5,164	5,340	(176)		30,619	33,586	32,496	(2,967)
Paid Rounds	4,469	4,700	(231)		26,152	29,330	28,227	(3,178)
Avg. GF/CF Total rounds	\$39.03	\$38.34	\$ 0.68		\$39.23	\$38.14	\$35.79	\$ 1.10
Avg. GF/CF Paid rounds	\$45.09	\$43.57	\$ 1.53		\$45.94	\$43.67	\$41.21	\$ 2.27
Avg. Merchandise/round	\$9.57	\$5.37	\$ 4.20		\$7.19	\$5.18	\$5.17	\$ 2.01

Overview:

Total revenues for April finished \$17.4K ahead of budget for the month. With 1.1" of rain recorded in April, the golf course realized 2 unplayable days, and 2 others significantly affected by intermittent weather and cart paths only. Average high temperatures were 79.2 degrees with average lows of 60.2. Total revenues came in at \$263.5K, over budget by \$17.4K but \$28.2K more than prior year. We played 5,164 total rounds to a budget of 5,340 (under by 176).

- Total Payroll for the month was \$102.3K, over by \$1.4K.
- Total Operating Expenses were \$75.8K, over by \$15.9K. The main drivers in this overage stemmed from Herbicides (\$3.7K over), Equip Lease (\$3.3K over), R&M Equip (\$2.8K over), Travel (\$1.6k over), and Advertising (\$2.3K over). The fleet leases are budgeted prior to having the complete information, making the lease line item over for the year. The herbicide and insecticide spend can fluctuate based on when Darren needs to apply. The range was over \$1.4K due the need for new range baskets. Also, Leslie attended a Regional KemperSports marketing summit, which was un-budgeted. Please note: Many of these are timing issues and we will recoup these expenses down the road.
- Rounds were shy of budget by 3%, and just 1% shy of prior year.
- We missed EBITDA and Net Income projections by \$12.4K. YTD, we are \$52.6K behind YTD projections. We have 5 months to catch up and we are confident we will do so.

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.

- We have gotten quotes for the cart path work and are aiming for a June start for the project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in April 2024. We have 1 quote, awaiting a 2nd from a site visit, and still yet to meet with the 3rd. UPDATE: Our 3rd contractor just completed a site visit and submitted a no-quote.
- We also have \$26K in driving range netting repairs and are close to gathering all quotes being submitted for this. We have 3 quotes that have been submitted for review.

Tee Sheet Activity:

- There were 5,164 total rounds for the month which included 4,469 paid rounds, 405 Annual Pass rounds and 290 other rounds. These numbers fall 3% shy of budget and 1% less than year.
- Our snowbird groups finalized their season in April so our tee sheet utilization was high on good weather days. Many of these groups will be missing from our tee sheet beginning in May.
- Dynamic pricing was still off in April but will be turned on again in May for all Non-resident play only.
- Starters and Players earned a 9.8 Staff Experience rating in April.

APRIL 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	4,469	4,700	4,537	26,152	29,330	28,227
ANNUAL	405	409	406	2,624	2,518	2,515
OTHER	290	231	247	1,843	1,738	1,754
TOTAL ROUNDS	5,164	5,340	5,190	30,619	33,586	32,496

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 in Volusia County and #20 Public course in Florida according to GolfNow/GolfPass.
- We saw 1.1" of rain in April, and the golf course finally had the opportunity to dry out some.



- The drainage issue on #6 has been repaired and the next stage is by #9 tee and the back of the driving range.

Golf Operations

- We generated \$49.4K in Golf Shop sales (\$20.7K over budget).
- Our 2 new utility carts for the golf staff are working nicely. We need a new range unit as soon as possible. We currently have all golf carts operational.
- Cart revenue (\$70.5K) exceeded budget by \$3.1K.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$2,270 in lessons in April.
- 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. The MGA averaged 68 players in April, the WGA 18-holers, about 32, and the WGA 9-holers averaged 34 players.
- April was a decent month for tournament activity. We hosted one large event and several smaller outings and leagues in April. With 372 total tournament/outing players, we generated \$12.7K in revenue and rave reviews from the participants.

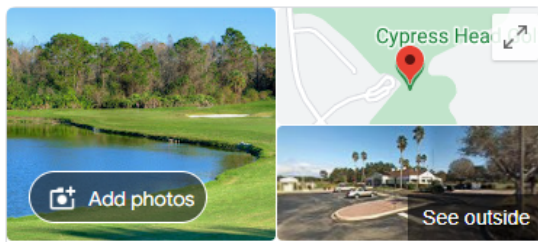
Marketing and Sales:

- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- The website has been revamped and is much more streamlined and updated.
- We continue to monitor the effectiveness of Noteefy, our new tee time booking assistant.
- 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.
- Outside tournament bookings are very solid as we have 3 large events in May and 2 more in June before it begins to slow down some for the Summer months.

- We continue to maintain our database of emails with approximately 14,467 unique e-mail addresses (+1,351 from prior month). Our Facebook followers are at 1,598 (up 4) and Instagram is up to 502 (up 11) followers.
- Nightly surveys continued to be strong in April, highlighted by 150 surveys being submitted and an NPS of 88.0 (Please see table below).

	Last Month					Total
	Week of 03/31	Week of 04/07	Week of 04/14	Week of 04/21	Week of 04/28	
# of responses	29	41	39	32	9	150
Net Promoter Score						
Property NPS	96.6	90.2 ○	74.4 ○	96.9 ↑	77.8	88.0
Main Score	9.8	9.7 ○	9.4 ○	9.9 ○	9.6	9.7
Key Metrics						
Likelihood to Return	9.9	9.7 ○	9.4 ○	9.9 ○	9.4	9.7
Overall Experience Satisfaction	9.6	9.6 ○	9.3 ○	9.9 ↑	9.4	9.6
Service Satisfaction	9.9	9.8 ○	9.7 ○	9.9 ○	9.4	9.8
Value Perception	9.6	9.3 ○	8.9 ○	9.7 ↑	8.6	9.3

Google Ratings



Cypress Head Golf Club

4.5 ★★★★★ 348 Google reviews

Golf club in Port Orange, Florida

Website Directions Save Call

GolfAdvisor Ratings



Golf Club at Cypress Head

4.6 stars out of 5

6231 Palm Vista Street, Port Orange, FL, 32128

★★★★★ 897 Reviews | 97.8% | Holes 18 | Par 72 | Length 6814 yards



Insights

- In addition to making #20 for Top Florida Public courses in GolfPass, Cypress head continues



to lead many categories in KemperSports with regards to delivering True Service. See our Property Wins below.

- Companywide we are gearing up to begin True Service 3.0, a more updated version of our very successful training model.

Year to Date Summary

While we have some ground to make up, the team is confident that we will pull through in the next 5 months. The course is excellent and poised for a successful greens aeration. We are receiving more annual pass requests and should see an uptick in new passholders in the near future. With the cart path project coming in June, we will utilize PriSwing to keep the tee sheet utilized and maximize ADR, knowing the course will be torn up in spots.

We will continue to tend to the details that make the Cypress Head golf experience the best in Central Florida. Our team is bought into the culture of True Service and are humbled to be able to work and play at such a fine public facility. In early June we will meet with our entire team. Leslie will present our marketing plan to the team so everyone sees the BIG picture, and Susanne and Jeff will follow it up with True Service 3.0.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
For the Month Ending May 31, 2024

	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24	02/29/24	03/31/24	04/30/24	05/31/24
REVENUES													
Green Fees & Cart Fees	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80	157,914.22	199,662.20	236,965.68	201,528.02	160,539.30
Merchandise	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31	29,579.36	25,565.08	30,766.90	45,649.17	27,605.84
Other Pro Shop	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39	3,218.00	5,298.78	6,024.39	3,778.17	2,763.17
Range	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83	4,719.32	6,542.87	7,860.89	8,849.11	10,114.34
Other Operating Revenues	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85	3,249.49	3,764.70	4,508.71	3,928.85	3,317.07
TOTAL REVENUE	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42	182,512.18	198,680.39	240,833.63	286,126.57	263,531.32	204,339.72
COST OF SALES													
Merchandise	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73
TOTAL COGS	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73
COGS - Merchandise %	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%	71.4%	60.8%	66.7%	83.0%
PAYROLL													
Course and Grounds	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23	41,733.77	39,770.32	38,907.54	41,749.05	44,539.06
Carts, Range, Starters, Etc.	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58	16,255.20	16,166.47	18,497.18	19,834.24	18,376.10
Pro Shop	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46	13,617.60	14,668.39	15,759.94	14,857.36	14,896.49
General and Administrative	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26	17,825.47	18,442.15	16,612.13	17,416.48	18,692.70
Marketing	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16	7,104.33	10,218.74	7,211.79	8,417.25	8,851.04
TOTAL PAYROLL	83,695.12	81,580.58	80,206.47	82,903.37	104,030.51	94,666.08	88,114.27	95,586.69	96,536.37	99,266.07	96,988.58	102,274.38	105,355.39
OPERATING EXPENSES													
Course and Grounds	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,606.37	24,656.02	26,789.69	31,433.74	31,255.02	44,865.79
Carts, Range, Starters, Etc.	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,851.34	10,549.89	8,228.13	7,859.49	11,360.92	9,330.33	8,190.84
Pro Shop	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88	2,031.08	6,002.20	2,227.99	325.74	62.85
General and Administrative	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23	29,882.31	34,006.78	29,024.74	31,006.61	28,027.94
Marketing	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62	710.07	444.65	1,492.31	3,855.12	1,570.82
TOTAL OPERATING EXPENSE	78,602.46	64,360.86	65,874.82	73,024.40	72,129.19	75,066.73	64,546.47	76,700.99	65,507.61	75,102.81	75,539.70	75,772.82	82,718.24
TOTAL EXPENSES	188,122.28	170,804.17	162,542.78	175,690.95	189,397.00	187,377.68	170,389.95	188,810.71	176,886.90	192,632.07	191,236.10	208,504.82	210,991.36
EBITDA	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)	21,793.49	48,201.56	94,890.47	55,026.50	(6,651.64)

For the Month Ending May 31, 2024

[illegible]

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2024

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												
160,539	157,310	102%	152,982	105%	Green Fees & Cart Fees	1,361,856	1,438,146	95%	1,316,158	103%	1,894,268	1,824,049
27,606	17,260	160%	32,725	84%	Merchandise	224,554	164,150	137%	178,152	126%	225,501	332,718
2,763	3,950	70%	3,060	90%	Other Pro Shop	26,018	31,150	84%	25,711	101%	45,630	32,656
10,114	8,123	125%	6,552	154%	Range	50,962	57,488	89%	48,554	105%	83,261	71,216
3,317	3,830	87%	3,397	98%	Other Operating Revenues	27,166	31,370	87%	29,235	93%	44,187	38,772
204,340	190,463	107%	198,716	103%	TOTAL REVENUE	1,690,556	1,722,304	98%	1,597,810	106%	2,292,847	2,299,411
COST OF SALES												
22,918	12,075	190%	25,825	89%	Merchandise	157,086	114,905	137%	128,088	123%	157,851	231,411
22,918	12,075	190%	25,825	89%	TOTAL COGS	157,086	114,905	137%	128,088	123%	157,851	231,411
83.0%	70.0%	118.6%	78.9%	105.2%	COGS - Merchandise %	70.0%	70.0%	99.9%	71.9%	97.3%	70.0%	857.6%
PAYROLL												
44,539	46,425	96%	39,380	113%	Course and Grounds	326,642	364,242	90%	307,396	106%	547,942	479,282
18,376	17,807	103%	15,122	122%	Carts, Range, Starters, Etc.	131,121	139,141	94%	102,879	127%	211,522	188,711
14,896	13,476	111%	11,782	126%	Pro Shop	110,790	106,154	104%	84,149	132%	159,420	157,849
18,693	18,569	101%	16,257	115%	General and Administrative	145,609	147,886	98%	130,953	111%	222,142	231,246
8,851	6,685	132%	1,155	767%	Marketing	64,626	53,359	121%	28,568	226%	80,098	70,421
105,355	102,962	102%	83,695	126%	TOTAL PAYROLL	778,788	810,782	96%	653,946	119%	1,221,123	1,127,509
OPERATING EXPENSES												
44,866	43,402	103%	38,081	118%	Course and Grounds	241,747	230,888	105%	221,199	109%	330,078	348,626
8,191	9,927	83%	9,691	85%	Carts, Range, Starters, Etc.	71,393	92,376	77%	90,703	79%	133,584	115,639
63	330	19%	0	0%	Pro Shop	18,758	12,215	154%	12,147	154%	14,245	20,461
28,028	25,170	111%	28,349	99%	General and Administrative	244,830	230,550	106%	225,423	109%	321,392	355,116
1,571	2,700	58%	2,482	63%	Marketing	14,227	13,700	104%	14,429	99%	28,800	26,502
82,718	81,529	101%	78,602	105%	TOTAL OPERATING EXPENSES	590,955	579,729	102%	563,901	105%	828,099	866,345
210,991	196,566	107%	188,122	112%	TOTAL EXPENSES	1,526,830	1,505,416	101%	1,345,935	113%	2,207,072	2,225,264
(6,652)	(6,102)	109%	10,594	-63%	EBITDA	163,726	216,888	75%	251,875	65%	85,774	74,147

The Golf Club at Cypress Head
For the Eight Months Ending May 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(6,652)	(6,102)	109%	10,594	-63%	EBITDA	163,726	216,888	75%	251,875	65%	85,774	74,147
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(52,736)	(52,736)	100%	(51,074)	103%	(79,104)	(78,336)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(764)	(764)	100%	(764)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(764)	(764)	100%	(764)	100%	(1,146)	(1,146)
(13,339)	(12,790)	104%	4,098	-325%	NET INCOME	110,226	163,388	67%	200,037	55%	5,524	(5,336)
3,726	3,671	101%	3,928	95%	Paid Rounds	29,878	33,001	91%	32,155	93%	43,894	42,820
322	477	68%	351	92%	Annual Pass Rounds	2,946	2,995	98%	2,866	103%	4,795	4,243
253	188	135%	254	100%	Other Rounds	2,096	1,926	109%	2,008	104%	2,783	3,112
4,301	4,336	99%	4,533	95%	Total Rounds	34,920	37,922	92%	37,029	94%	51,472	50,175
55	52	106%	51	108%	Revenue/Paid Rounds	57	52	108%	50	114%	52	641
48	44	108%	44	108%	Revenue/Total Rounds	48	45	107%	43	112%	45	545

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2024

	<u>05/31/24</u>	<u>09/30/23</u>	<u>05/31/23</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	398,251	297,893	419,826
Cash - Payroll	29,703	50,456	20,086
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>429,304</u>	<u>349,699</u>	<u>441,262</u>
Accounts Receivable			
A/R Member	<u>1,631</u>	<u>47,275</u>	<u>347</u>
Total Accounts Recievable	<u>1,631</u>	<u>47,275</u>	<u>347</u>
Other Current Assets			
Inventory - Merchandise	129,234	99,360	94,543
Prepaid Insurance	8,442	45,051	6,892
Prepaid Exp - Other	<u>11,588</u>	<u>11,388</u>	<u>20,486</u>
Total Other Current Assets	<u>149,265</u>	<u>155,800</u>	<u>121,921</u>
TOTAL CURRENT ASSETS	<u>580,199</u>	<u>552,774</u>	<u>563,529</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>(33,025)</u>	<u>(32,261)</u>	<u>(31,879)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,123</u>	<u>3,887</u>	<u>4,269</u>
TOTAL ASSETS	<u><u>583,322</u></u>	<u><u>556,661</u></u>	<u><u>567,799</u></u>

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2024

	<u>05/31/24</u>	<u>09/30/23</u>	<u>05/31/23</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	65,767	51,356	62,976
Accts Pay - Other	209,896	208,653	123,804
Accrued Expenses	5,653	2,415	0
Accrued Payroll	49,915	50,567	37,528
Accrued Taxes	11,257	7,122	11,668
Deferred Revenue	<u>130,606</u>	<u>236,547</u>	<u>131,587</u>
TOTAL CURRENT LIABILITIES	<u>473,094</u>	<u>556,659</u>	<u>367,562</u>
 TOTAL LIABILITIES	 <u>473,094</u>	 <u>556,659</u>	 <u>367,562</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>110,228</u>	<u>2</u>	<u>200,236</u>
Net Retained Earnings	<u>110,228</u>	<u>2</u>	<u>200,236</u>
Stockholders Equity	<u>110,228</u>	<u>2</u>	<u>200,236</u>
TOTAL STOCKHOLDER'S EQUITY	<u>110,228</u>	<u>2</u>	<u>200,236</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>583,322</u></u>	 <u><u>556,661</u></u>	 <u><u>567,799</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2024

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												
101,712	101,247	100%	98,388	103%	Green Fees	872,027	953,419	91%	879,148	99%	1,227,781	1,158,913
58,827	56,063	105%	54,594	108%	Cart Fee	489,828	484,726	101%	437,010	112%	666,486	665,136
60	850	7%	50	120%	Handicap Fee	6,505	6,150	106%	5,214	125%	6,430	6,842
1,405	2,600	54%	1,665	84%	Lessons	11,360	18,700	61%	14,708	77%	31,400	14,640
1,298	500	260%	1,345	97%	Rental Clubs	8,153	6,300	129%	5,790	141%	7,800	11,175
27,606	17,250	160%	32,725	84%	Retail	224,554	164,150	137%	178,152	126%	225,501	332,718
10,114	8,123	125%	6,552	154%	Range	50,962	57,488	89%	48,554	105%	83,261	71,216
3,317	3,830	87%	3,397	98%	City Surcharge R & R	27,166	31,370	87%	29,235	93%	44,187	38,772
204,340	190,463	107%	198,716	103%	Total Revenues	1,690,556	1,722,304	98%	1,597,810	106%	2,292,847	2,299,411
COST OF GOODS SOLD												
22,918	12,075	190%	25,825	89%	COGS - Merchandise	157,086	114,905	137%	128,088	123%	157,851	231,411
22,918	12,075	190%	25,825	89%	Total COGS	157,086	114,905	137%	128,088	123%	157,851	231,411
181,422	178,388	102%	172,891	105%	GROSS MARGIN	1,533,469	1,607,399	95%	1,469,722	104%	2,134,996	2,068,000
83.02%	70.00%	118.60%	78.91%	105.20%	COGS - Merchandise %	69.95%	70.00%	99.94%	71.90%	97.30%	70.00%	857.61%
PAYROLL												
38,718	34,713	112%	28,264	137%	Gross Payroll - Salaried	294,722	277,700	106%	235,724	125%	416,550	428,513
50,957	52,465	97%	43,602	117%	Gross Payroll - Hourly	363,864	409,657	89%	320,925	113%	618,341	527,262
89,675	87,178	103%	71,866	125%	S/T Wages	658,586	687,357	96%	556,649	118%	1,034,892	955,775
6,567	6,669	98%	4,521	145%	Payroll Tax - FICA	49,962	52,583	95%	40,306	124%	79,169	71,561
180	224	80%	184	98%	Payroll Tax - UC	2,235	2,133	105%	1,852	121%	2,816	2,824
2,228	1,803	124%	1,281	174%	Payroll Tax - WC	13,079	13,797	95%	10,543	124%	20,986	18,432
6,706	7,088	95%	5,844	115%	Benefits	54,927	54,912	100%	44,595	123%	83,261	78,916
15,681	15,784	99%	11,829	133%	S/T Adders	120,202	123,425	97%	97,296	124%	186,231	171,734
105,355	102,962	102%	83,695	126%	TOTAL PAYROLL	778,788	810,782	96%	653,946	119%	1,221,123	1,127,509
OPERATING EXPENSES												
26	50	52%	0	0%	Cart Supplies	429	750	57%	701	61%	950	462
517	800	65%	462	112%	Chemicals	5,209	6,400	81%	4,237	123%	9,600	9,654
1,747	0	0%	0	0%	Course Accessories	3,815	4,800	79%	5,081	75%	7,400	9,026
0	7,000	0%	4,502	0%	Fertilizer	35,632	52,300	68%	43,202	82%	61,100	49,816
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
2,160	2,000	108%	906	238%	Fuel	11,367	12,300	92%	11,278	101%	20,300	19,714
0	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
11,630	8,500	137%	9,048	129%	Herbicides	32,189	22,400	144%	29,792	108%	32,600	41,725
1,062	7,000	15%	2,456	43%	Insecticides	7,952	8,200	97%	3,485	228%	11,800	11,721
94	300	31%	377	25%	Janitorial Supplies	3,476	5,300	66%	5,386	65%	7,450	4,836
0	0	0%	0	0%	Laundry/Uniforms	42	1,730	2%	1,504	3%	2,405	92
775	300	258%	342	227%	Office Supplies	4,119	4,900	84%	5,605	73%	6,750	6,679
0	0	0%	0	0%	Printing	1,643	0	0%	1,106	149%	0	1,643
0	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
0	100	0%	0	0%	Range Equipment	1,382	1,560	89%	672	206%	1,710	2,384
319	0	0%	0	0%	Range Expenses	1,501	2,000	75%	1,557	96%	2,300	2,615
3,023	3,000	101%	3,245	93%	Sand/Topdress	7,320	8,400	87%	8,206	89%	12,900	13,841
1,900	0	0%	0	0%	Seeds/Trees	5,420	7,000	77%	7,010	77%	8,500	5,420
285	0	0%	0	0%	Small Tools	325	1,600	20%	493	66%	2,400	325
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
0	550	0%	403	0%	Supplies	5,287	6,700	79%	6,876	77%	7,550	7,065
63	30	210%	0	0%	Tournament Expense	4,693	1,440	326%	1,317	356%	1,500	5,086
142	150	95%	139	102%	Alarm System	1,286	1,550	83%	1,326	97%	2,150	1,848
0	100	0%	0	0%	Cart Repairs	107	1,850	6%	1,603	7%	1,950	432
2,573	800	322%	844	305%	Computer Service	13,814	6,400	216%	3,738	370%	9,600	17,544
1,000	700	143%	650	154%	Contract Cleaning	8,075	5,600	144%	5,381	150%	8,400	11,463
122	50	243%	0	0%	Guest Relations	5,714	8,600	66%	8,258	69%	8,700	5,714
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
1,491	900	166%	857	174%	Irrigation	4,456	7,200	62%	5,390	83%	10,800	5,546
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
468	0	0%	80	585%	Repair & Maint - Paths	3,516	1,500	234%	251	1399%	3,000	3,598
4,237	1,900	223%	3,724	114%	Repair & Maint - Equipment	20,454	19,030	107%	22,017	93%	28,070	33,649
602	2,000	30%	2,342	26%	Repair & Maint - Building	8,028	5,020	160%	6,688	120%	5,920	16,749
7,141	8,577	83%	8,577	83%	Cart Lease	57,128	68,616	83%	68,616	83%	102,924	91,436
10,500	7,166	147%	7,140	147%	Equipment Lease	80,670	57,328	141%	57,120	141%	85,992	109,230
206	250	82%	206	100%	Off-Site Storage	1,648	2,000	82%	1,648	100%	3,000	2,472
948	1,020	93%	1,000	95%	Utilities - Electric	7,699	7,460	103%	7,504	103%	11,440	11,772
5,516	3,750	147%	4,127	134%	Utilities - Other	32,305	30,400	106%	30,826	105%	46,200	49,175
199	200	99%	196	101%	Utilities - Telephone/Fax	1,592	1,600	99%	1,630	98%	2,400	2,318
279	216	129%	204	137%	Utilities - Water	2,220	1,728	128%	1,816	122%	2,592	3,022
620	0	0%	0	0%	Adv/Promo - Organizations	620	0	0%	0	0%	0	620
451	2,700	17%	2,482	18%	Adv/Promo - Mktg/Bus Dev	13,107	13,700	96%	9,429	139%	28,800	25,382
500	0	0%	0	0%	Adv/Promo - Website	500	0	0%	5,000	10%	0	500

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2024

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
43	350	12%	257	17%	Bank Charges	2,489	3,000	83%	2,736	91%	4,400	3,386
(62)	0	0%	276	-22%	Cash Short/(Over)	(997)	0	0%	33	-3055%	0	(1,295)
240	270	89%	240	100%	Cell Phone	1,920	2,140	90%	1,920	100%	3,220	3,280
3,317	3,830	87%	3,397	98%	City Surcharge R & R	27,166	31,370	87%	29,235	93%	44,187	38,772
6,333	3,000	211%	5,863	108%	Credit Card Discounts	43,239	32,300	134%	38,300	113%	42,800	59,479
(2,453)	0	0%	0	0%	Donations	(2,503)	0	0%	(10)	25028%	0	(2,551)
0	500	0%	987	0%	Dues & Subscriptions	540	2,700	20%	2,042	26%	3,300	1,137
0	0	0%	0	0%	Education & Training	1,142	590	193%	670	170%	740	2,407
1,122	150	748%	842	133%	Employee Relations	9,207	5,600	164%	6,132	150%	6,400	11,962
4	0	0%	0	0%	Employee Testing	93	32	292%	66	142%	64	175
9,213	8,500	108%	7,675	120%	Insurance Expense	73,707	68,000	108%	61,401	120%	102,000	108,956
600	50	1200%	325	185%	Member Relations	956	400	239%	(3,784)	-25%	600	480
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	1,000	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
3,000	3,000	100%	3,000	100%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
522	450	116%	452	115%	Payroll Processing Fee	4,082	3,520	116%	3,564	115%	5,170	5,940
146	150	97%	90	162%	Postage/Shipping	1,205	1,580	76%	1,528	79%	2,180	1,710
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(240)	0	0%	(170)	141%	200	(285)
0	100	0%	0	0%	Travel - Meals	0	650	0%	246	0%	850	0
125	50	250%	917	14%	Travel - Other	3,670	3,800	97%	10,742	34%	4,000	3,753
0	20	0%	0	0%	Employee Meals	0	160	0%	25	0%	240	0
82,718	81,529	101%	78,602	105%	TOTAL OPERATING EXPENSES	590,955	579,729	102%	563,901	105%	828,099	866,345
(6,652)	(6,102)	109%	10,594	-63%	EBITDA	163,726	216,888	75%	251,875	65%	85,774	74,147
6,592	6,592	100%	6,400	103%	Management Fee	52,736	52,736	100%	51,074	103%	79,104	78,336
6,592	6,592	100%	6,400	103%	Management Fees	52,736	52,736	100%	51,074	103%	79,104	78,336
23	23	100%	23	100%	Deprec - Mach & Equip	185	185	100%	185	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	579	579	100%	579	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	764	764	100%	764	100%	1,146	1,146
(13,339)	(12,790)	104%	4,098	-325%	NET INCOME	110,226	163,388	67%	200,037	55%	5,524	(5,336)

The Golf Club at Cypress Head
Course & Grounds
For the Eight Months Ending May 31, 2024

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												
101,712	101,247	100%	98,388	103%	Green Fees	872,027	953,419	91%	879,148	99%	1,227,781	1,158,913
3,317	3,830	87%	3,397	98%	City Surcharge R & R	27,166	31,370	87%	29,235	93%	44,187	38,772
105,029	105,077	100%	101,785	103%	Total Revenues	899,194	984,789	91%	908,383	99%	1,271,968	1,197,685
105,029	105,077	100%	101,785	103%	GROSS MARGIN	899,194	984,789	91%	908,383	99%	1,271,968	1,197,685
PAYROLL												
11,628	11,378	102%	11,232	104%	Gross Payroll - Salaried	91,781	91,026	101%	87,363	105%	136,539	136,389
26,598	28,051	95%	22,734	117%	Gross Payroll - Hourly	186,833	218,277	86%	178,026	105%	328,670	272,182
38,227	39,429	97%	33,966	113%	S/T Wages	278,613	309,303	90%	265,388	105%	465,209	408,571
2,801	3,016	93%	2,190	128%	Payroll Tax - FICA	20,611	23,662	87%	19,350	107%	35,588	30,532
49	23	215%	18	266%	Payroll Tax - UC	772	741	104%	655	118%	819	837
914	816	112%	590	155%	Payroll Tax - WC	5,319	6,209	86%	5,035	106%	9,434	7,858
2,548	3,142	81%	2,616	97%	Benefits	21,327	24,327	88%	16,967	126%	36,892	31,482
6,313	6,996	90%	5,413	117%	S/T Adders	48,029	54,939	87%	42,008	114%	82,733	70,710
44,539	46,425	96%	39,380	113%	TOTAL PAYROLL	326,642	364,242	90%	307,396	106%	547,942	479,282
OPERATING EXPENSES												
517	800	65%	462	112%	Chemicals	5,209	6,400	81%	4,237	123%	9,600	9,654
1,747	0	0%	0	0%	Course Accessories	3,815	4,800	79%	5,081	75%	7,400	9,026
0	7,000	0%	4,502	0%	Fertilizer	35,632	52,300	68%	43,202	82%	61,100	49,816
0	0	0%	0	0%	Flowers/Decor	60	1,500	4%	1,467	4%	1,500	1,039
2,160	2,000	108%	906	238%	Fuel	11,367	12,300	92%	11,278	101%	20,300	19,714
0	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
11,630	8,500	137%	9,048	129%	Herbicides	32,189	22,400	144%	29,792	108%	32,600	41,725
1,062	7,000	15%	2,456	43%	Insecticides	7,952	8,200	97%	3,485	228%	11,800	11,721
3,023	3,000	101%	3,245	93%	Sand/Topdress	7,320	8,400	87%	8,206	89%	12,900	13,841
1,900	0	0%	0	0%	Seeds/Trees	5,420	7,000	77%	7,010	77%	8,500	5,420
285	0	0%	0	0%	Small Tools	325	1,600	20%	493	66%	2,400	325
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	405	0%	500	470
1,491	900	166%	857	174%	Irrigation	4,456	7,200	62%	5,390	83%	10,800	5,546
468	0	0%	80	585%	Repair & Maint - Paths	3,516	1,500	234%	251	1399%	3,000	3,598
3,098	1,800	172%	3,647	85%	Repair & Maint - Equipment	14,450	14,400	100%	18,061	80%	21,600	24,932
0	0	0%	0	0%	Repair & Maint - Building	1,380	500	276%	1,253	110%	1,000	1,781
10,500	7,166	147%	7,140	147%	Equipment Lease	80,670	57,328	141%	57,120	141%	85,992	109,230
264	270	98%	290	91%	Utilities - Electric	2,118	2,160	98%	2,251	94%	3,240	3,519
3,237	1,750	185%	2,142	151%	Utilities - Other	14,565	14,000	104%	14,717	99%	21,000	20,694
279	216	129%	204	137%	Utilities - Water	2,220	1,728	128%	1,816	122%	2,592	3,022
0	0	0%	0	0%	Education & Training	540	590	92%	670	81%	740	705
198	0	0%	101	196%	Employee Relations	734	400	183%	679	108%	600	734
4	0	0%	0	0%	Employee Testing	93	32	292%	66	142%	64	175
3,000	3,000	100%	3,000	100%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
44,866	43,402	103%	38,081	118%	TOTAL OPERATING EXPENSES	241,747	230,888	105%	221,199	109%	330,078	348,626
15,624	15,250	102%	24,324	64%	EBITDA	330,805	389,659	85%	379,788	87%	393,949	369,777
15,624	15,250	102%	24,324	64%	NET INCOME	330,805	389,659	85%	379,788	87%	393,949	369,777

The Golf Club at Cypress Head
Carts
For the Eight Months Ending May 31, 2024

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							
58,827	56,063	105%	54,594	108%	Cart Fee	489,828	484,726	101%	437,010	112%	666,486	665,136
58,827	56,063	105%	54,594	108%	Total Revenues	489,828	484,726	101%	437,010	112%	666,486	665,136
58,827	56,063	105%	54,594	108%	GROSS MARGIN	489,828	484,726	101%	437,010	112%	666,486	665,136
					PAYROLL							
16,441	16,089	102%	13,656	120%	Gross Payroll - Hourly	118,462	126,117	94%	93,182	127%	191,643	170,482
16,441	16,089	102%	13,656	120%	S/T Wages	118,462	126,117	94%	93,182	127%	191,643	170,482
1,292	1,231	105%	1,070	121%	Payroll Tax - FICA	9,276	9,648	96%	7,372	126%	14,661	13,364
182	145	125%	123	147%	Payroll Tax - UC	938	771	122%	707	133%	1,221	1,380
433	333	130%	269	161%	Payroll Tax - WC	2,307	2,532	91%	1,768	131%	3,887	3,326
27	9	295%	5	547%	Benefits	138	73	190%	(150)	-92%	110	159
1,935	1,718	113%	1,466	132%	S/T Adders	12,659	13,024	97%	9,697	131%	19,879	18,229
18,376	17,807	103%	15,122	122%	TOTAL PAYROLL	131,121	139,141	94%	102,879	127%	211,522	188,711
					OPERATING EXPENSES							
26	50	52%	0	0%	Cart Supplies	429	750	57%	701	61%	950	462
0	250	0%	403	0%	Supplies	462	3,000	15%	3,309	14%	3,250	1,434
0	100	0%	0	0%	Cart Repairs	107	1,850	6%	1,603	7%	1,950	432
7,141	8,577	83%	8,577	83%	Cart Lease	57,128	68,616	83%	68,616	83%	102,924	91,436
684	750	91%	711	96%	Utilities - Electric	5,581	5,300	105%	5,253	106%	8,200	8,253
7,851	9,727	81%	9,691	81%	TOTAL OPERATING EXPENSES	63,706	79,516	80%	79,482	80%	117,274	102,018
32,600	28,529	114%	29,781	109%	EBITDA	295,001	266,070	111%	254,649	116%	337,691	374,408
32,600	28,529	114%	29,781	109%	NET INCOME	295,001	266,070	111%	254,649	116%	337,691	374,408

The Golf Club at Cypress Head
Range
For the Eight Months Ending May 31, 2024

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							
10,114	8,123	125%	6,552	154%	Range	50,962	57,488	89%	48,554	105%	83,261	71,216
10,114	8,123	125%	6,552	154%	Total Revenues	50,962	57,488	89%	48,554	105%	83,261	71,216
10,114	8,123	125%	6,552	154%	GROSS MARGIN	50,962	57,488	89%	48,554	105%	83,261	71,216
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
0	100	0%	0	0%	Range Equipment	1,382	1,560	89%	672	206%	1,710	2,384
319	0	0%	0	0%	Range Expenses	1,501	2,000	75%	1,557	96%	2,300	2,615
21	100	21%	0	0%	Repair & Maint - Equipment	1,553	3,300	47%	3,200	49%	3,300	2,121
340	200	170%	0	0%	TOTAL OPERATING EXPENSES	7,687	12,860	60%	11,221	69%	16,310	13,621
9,774	7,923	123%	6,552	149%	EBITDA	43,275	44,628	97%	37,332	116%	66,951	57,595
9,774	7,923	123%	6,552	149%	NET INCOME	43,275	44,628	97%	37,332	116%	66,951	57,595

The Golf Club at Cypress Head
Golf Shop
For the Eight Months Ending May 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
60	850	7%	50	120%	Handicap Fee	6,505	6,150	106%	5,214	125%	6,430	6,842
1,405	2,600	54%	1,665	84%	Lessons	11,360	18,700	61%	14,708	77%	31,400	14,640
1,298	500	260%	1,345	97%	Rental Clubs	8,153	6,300	129%	5,790	141%	7,800	11,175
27,606	17,250	160%	32,725	84%	Retail	224,554	164,150	137%	178,152	126%	225,501	332,718
30,369	21,200	143%	35,785	85%	Total Revenues	250,572	195,300	128%	203,864	123%	271,131	365,374
					COST OF GOODS SOLD							
22,918	12,075	190%	25,825	89%	COGS - Merchandise	157,086	114,905	137%	128,088	123%	157,851	231,411
22,918	12,075	190%	25,825	89%	Total COGS	157,086	114,905	137%	128,088	123%	157,851	231,411
7,451	9,125	82%	9,960	75%	GROSS MARGIN	93,486	80,395	116%	75,775	123%	113,280	133,963
83.02%	70.00%	118.60%	78.91%	105.20%	COGS - Merchandise %	69.95%	70.00%	99.94%	71.90%	97.30%	70.00%	857.61%
					PAYROLL							
4,587	3,605	127%	4,127	111%	Gross Payroll - Salaried	34,607	28,840	120%	26,998	128%	43,260	50,592
7,750	8,060	96%	6,127	126%	Gross Payroll - Hourly	57,408	63,180	91%	44,962	128%	94,900	80,481
12,337	11,665	106%	10,253	120%	S/T Wages	92,016	92,020	100%	71,960	128%	138,160	131,074
908	892	102%	684	133%	Payroll Tax - FICA	6,748	7,040	96%	5,386	125%	10,569	10,055
66	49	135%	41	160%	Payroll Tax - UC	411	377	109%	320	129%	504	470
313	241	130%	190	165%	Payroll Tax - WC	1,801	1,847	98%	1,373	131%	2,801	2,549
1,273	629	203%	613	208%	Benefits	9,814	4,871	201%	5,110	192%	7,385	13,701
2,559	1,811	141%	1,528	167%	S/T Adders	18,774	14,134	133%	12,189	154%	21,260	26,775
14,896	13,476	111%	11,782	126%	TOTAL PAYROLL	110,790	106,154	104%	84,149	132%	159,420	157,849
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	0	400	0%	138	0%	600	0
0	0	0%	0	0%	Printing	1,643	0	0%	1,090	151%	0	1,643
0	300	0%	0	0%	Supplies	4,825	3,700	130%	3,567	135%	4,300	5,631
63	30	210%	0	0%	Tournament Expense	4,693	1,440	326%	1,317	356%	1,500	5,086
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
0	0	0%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Repair & Maint - Building	0	300	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
63	330	19%	0	0%	TOTAL OPERATING EXPENSES	18,758	12,215	154%	12,147	154%	14,245	20,461
(7,508)	(4,681)	160%	(1,821)	412%	EBITDA	(36,062)	(37,974)	95%	(20,521)	176%	(60,384)	(44,347)
(7,508)	(4,681)	160%	(1,821)	412%	NET INCOME	(36,062)	(37,974)	95%	(20,521)	176%	(60,384)	(44,347)

The Golf Club at Cypress Head
G & A
For the Eight Months Ending May 31, 2024

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												
14,980	14,229	105%	12,906	116%	Gross Payroll - Salaried	113,224	113,834	99%	99,934	113%	170,751	183,906
168	266	63%	31	542%	Gross Payroll - Hourly	1,161	2,083	56%	430	270%	3,129	1,434
15,148	14,495	105%	12,937	117%	S/T Wages	114,385	115,917	99%	100,364	114%	173,880	185,340
1,018	1,109	92%	497	205%	Payroll Tax - FICA	9,259	8,868	104%	6,219	149%	13,302	13,045
(117)	2	-4906%	1	-17767%	Payroll Tax - UC	12	145	8%	113	10%	154	14
385	300	128%	232	166%	Payroll Tax - WC	2,576	2,326	111%	1,926	134%	3,525	3,577
2,259	2,662	85%	2,590	87%	Benefits	19,378	20,631	94%	22,331	87%	31,280	29,270
3,545	4,074	87%	3,320	107%	S/T Adders	31,225	31,969	98%	30,590	102%	48,262	45,906
18,693	18,569	101%	16,257	115%	TOTAL PAYROLL	145,609	147,886	98%	130,953	111%	222,142	231,246
OPERATING EXPENSES												
94	300	31%	377	25%	Janitorial Supplies	3,476	5,300	66%	5,386	65%	7,450	4,836
0	0	0%	0	0%	Laundry/Uniforms	42	1,730	2%	1,504	3%	2,405	92
775	300	258%	342	227%	Office Supplies	4,119	4,500	92%	5,467	75%	6,150	6,679
0	0	0%	0	0%	Printing	0	0	0%	16	0%	0	0
142	150	95%	139	102%	Alarm System	1,286	1,550	83%	1,326	97%	2,150	1,848
2,573	800	322%	844	305%	Computer Service	13,814	6,400	216%	3,738	370%	9,600	17,544
1,000	700	143%	650	154%	Contract Cleaning	8,075	5,600	144%	5,381	150%	8,400	11,463
122	50	243%	0	0%	Guest Relations	5,714	8,600	66%	8,258	69%	8,700	5,714
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
1,119	0	0%	77	1448%	Repair & Maint - Equipment	4,451	1,330	335%	756	589%	3,170	6,596
602	2,000	30%	2,342	26%	Repair & Maint - Building	6,648	4,220	158%	5,434	122%	4,520	14,968
206	250	82%	206	100%	Off-Site Storage	1,648	2,000	82%	1,648	100%	3,000	2,472
2,279	2,000	114%	1,986	115%	Utilities - Other	17,739	16,400	108%	16,108	110%	25,200	28,480
199	200	99%	196	101%	Utilities - Telephone/Fax	1,592	1,600	99%	1,630	98%	2,400	2,318
43	350	12%	257	17%	Bank Charges	2,489	3,000	83%	2,736	91%	4,400	3,386
(62)	0	0%	276	-22%	Cash Short/(Over)	(997)	0	0%	33	-3055%	0	(1,295)
240	270	89%	240	100%	Cell Phone	1,920	2,140	90%	1,920	100%	3,220	2,780
3,317	3,830	87%	3,397	98%	City Surcharge R & R	27,166	31,370	87%	29,235	93%	44,187	38,772
6,333	3,000	211%	5,863	108%	Credit Card Discounts	43,239	32,300	134%	38,300	113%	42,800	59,479
(2,453)	0	0%	0	0%	Donations	(2,503)	0	0%	(10)	25028%	0	(2,551)
0	500	0%	987	0%	Dues & Subscriptions	540	2,700	20%	2,042	26%	3,300	1,137
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
924	150	616%	741	125%	Employee Relations	8,474	5,200	163%	5,453	155%	5,800	11,228
9,213	8,500	108%	7,675	120%	Insurance Expense	73,707	68,000	108%	61,401	120%	102,000	108,956
600	50	1200%	325	185%	Member Relations	956	400	239%	(3,784)	-25%	600	480
0	0	0%	0	0%	Miscellaneous	0	0	0%	0	0%	0	0
0	1,000	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
522	450	116%	452	115%	Payroll Processing Fee	4,082	3,520	116%	3,564	115%	5,170	5,940
146	150	97%	90	162%	Postage/Shipping	1,205	1,580	76%	1,528	79%	2,180	1,710
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(240)	0	0%	(170)	141%	0	(285)
0	100	0%	0	0%	Travel - Meals	0	650	0%	246	0%	850	0
125	50	250%	917	14%	Travel - Other	3,670	3,800	97%	10,742	34%	4,000	3,753
0	20	0%	0	0%	Employee Meals	0	160	0%	25	0%	240	0
28,028	25,170	111%	28,349	99%	TOTAL OPERATING EXPENSES	244,830	230,550	106%	225,423	109%	321,392	355,116
(46,721)	(43,739)	107%	(44,606)	105%	EBITDA	(390,439)	(378,436)	103%	(356,377)	110%	(543,534)	(586,362)
6,592	6,592	100%	6,400	103%	Management Fee	52,736	52,736	100%	51,074	103%	79,104	78,336
6,592	6,592	100%	6,400	103%	Management Fees	52,736	52,736	100%	51,074	103%	79,104	78,336
23	23	100%	23	100%	Deprec - Mach & Equip	185	185	100%	185	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	579	579	100%	579	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	764	764	100%	764	100%	1,146	1,146
(53,408)	(50,426)	106%	(51,101)	105%	NET INCOME	(443,939)	(431,937)	103%	(408,215)	109%	(623,784)	(665,844)

The Golf Club at Cypress Head
Marketing
For the Eight Months Ending May 31, 2024

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												
7,522	5,500	137%	0	0%	Gross Payroll - Salaried	55,110	44,000	125%	21,430	257%	66,000	57,626
0	0	0%	1,054	0%	Gross Payroll - Hourly	0	0	0%	4,325	0%	0	2,683
7,522	5,500	137%	1,054	714%	S/T Wages	55,110	44,000	125%	25,755	214%	66,000	60,308
548	421	130%	81	680%	Payroll Tax - FICA	4,068	3,366	121%	1,979	206%	5,049	4,565
0	5	0%	0	0%	Payroll Tax - UC	102	99	103%	57	178%	117	123
183	114	161%	0	0%	Payroll Tax - WC	1,075	883	122%	441	244%	1,338	1,121
598	646	93%	20	2953%	Benefits	4,271	5,010	85%	336	1272%	7,594	4,304
1,329	1,185	112%	101	1318%	S/T Adders	9,515	9,359	102%	2,813	338%	14,098	10,113
8,851	6,685	132%	1,155	767%	TOTAL PAYROLL	64,626	53,359	121%	28,568	226%	80,098	70,421
OPERATING EXPENSES												
620	0	0%	0	0%	Adv/Promo - Organizations	620	0	0%	0	0%	0	620
451	2,700	17%	2,482	18%	Adv/Promo - Mktg/Bus Dev	13,107	13,700	96%	9,429	139%	28,800	25,382
500	0	0%	0	0%	Adv/Promo - Website	500	0	0%	5,000	10%	0	500
1,571	2,700	58%	2,482	63%	TOTAL OPERATING EXPENSES	14,227	13,700	104%	14,429	99%	28,800	26,502
(10,422)	(9,385)	111%	(3,636)	287%	EBITDA	(78,853)	(67,059)	118%	(42,997)	183%	(108,898)	(96,924)
(10,422)	(9,385)	111%	(3,636)	287%	NET INCOME	(78,853)	(67,059)	118%	(42,997)	183%	(108,898)	(96,924)

**The Golf Club at Cypress Head
Course Cash Flow Report
May 31, 2024**

	<u>May</u>	<u>YTD</u>
EBITDA	(\$6,651.64)	\$163,726.27
Management Fee Expense	(6,592.00)	(52,736.00)
Depreciation & Amortization	<u>(95.53)</u>	<u>(764.24)</u>
Net Income	(13,339.17)	110,226.03
Working Capital Changes		
Inventory	2,765.75	(29,874.67)
Receivables	707.00	45,643.93
Payables	(34,801.77)	14,411.72
Due to from the City	9.27	1,243.58
Prepays	21,952.94	36,409.72
Accrued Liabilities	7,337.11	6,721.42
Other Liabilities	(16,907.67)	(105,941.42)
Depreciation & Amortization	<u>95.53</u>	<u>764.24</u>
Operating Cash Flow	(32,181.01)	79,604.55
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(32,181.01)</u>	<u>79,604.55</u>
Beginning Cash	461,484.81	349,699.25
Net Cash Flows	<u>(32,181.01)</u>	<u>79,604.55</u>
Ending Cash	<u>429,303.80</u>	<u>429,303.80</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended May 31, 2024

	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	(15,215)	(28,021)	(6,299)	21,793	48,202	94,890	55,027	(6,652)	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	88,203	48,339	(13,339)	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	(8,147)	8,395	2,766	0	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	(285)	6,775	(2,220)	707	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	(4,442)	15,393	21,953	0	0	0	0
Payables	31,140	10,179	(723)	26,959	34,618	(10,863)	(42,098)	(34,802)	0	0	0	0
Due to from the City	(148)	1,332	50	(304)	609	(304)	0	9	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	(24,836)	1,167	7,337	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	(13,985)	(12,476)	(16,908)	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	403,154	403,154	403,154
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	0	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	429,304	403,154	403,154	403,154

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 5/1/2024
Account: First

To:
5/31/2024
Last

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

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$432,040.42	\$235,993.29	\$269,782.45	(\$33,789.16)	\$398,251.26
	10050-5950-900	Cash - Course Payroll BMO	\$28,094.39	\$80,642.74	\$79,034.59	\$1,608.15	\$29,702.54
	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	\$2,338.01	\$17,537.01	\$18,244.01	(\$707.00)	\$1,631.01
	12000-5950-900	Inventory - Merchandise	\$132,000.14	\$24,099.44	\$26,865.19	(\$2,765.75)	\$129,234.39
	13020-5950-900	Prepaid Insurance	\$17,655.57	\$0.00	\$9,213.37	(\$9,213.37)	\$8,442.20
	13040-5950-900	Prepaid Exp - Other	\$24,327.48	\$0.00	\$12,739.57	(\$12,739.57)	\$11,587.91
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,156.22)	\$0.00	\$23.12	(\$23.12)	(\$5,179.34)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,773.50)	\$0.00	\$72.41	(\$72.41)	(\$27,845.91)
	30000-5950-900	Accts Pay - Trade	(\$100,569.02)	\$124,633.00	\$89,831.23	\$34,801.77	(\$65,767.25)
	30040-5950-900	Accts Pay - Other	(\$209,886.99)	\$32,968.79	\$32,978.06	(\$9.27)	(\$209,896.26)
	31000-5950-900	Accrued Expenses	\$0.00	\$0.00	\$5,653.00	(\$5,653.00)	(\$5,653.00)
	31020-5950-900	Accrued Payroll	(\$43,837.81)	\$31,269.85	\$37,347.24	(\$6,077.39)	(\$49,915.20)
	31080-5950-900	Accrued Tips Payable	(\$246.00)	\$776.00	\$530.00	\$246.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$15,404.18)	\$30,808.36	\$26,661.08	\$4,147.28	(\$11,256.90)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,317.07	\$3,317.07	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,835.91)	\$1,941.30	\$3,139.19	(\$1,197.89)	(\$10,033.80)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$17,565.21)	\$6,898.18	\$2,305.10	\$4,593.08	(\$12,972.13)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$13,775.62)	\$2,755.26	\$0.00	\$2,755.26	(\$11,020.36)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$21,551.31)	\$4,310.45	\$0.00	\$4,310.45	(\$17,240.86)
	32070-5950-900	Deferred Rev - Gift Cards	(\$40,537.74)	\$705.20	\$800.00	(\$94.80)	(\$40,632.54)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,434.20)	\$1,288.87	\$1,580.08	(\$291.21)	(\$11,725.41)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$33,511.27)	\$6,772.38	\$0.00	\$6,772.38	(\$26,738.89)
	32160-5950-900	Deferred Rev - Training Facility	(\$302.00)	\$60.40	\$0.00	\$60.40	(\$241.60)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$45,524.48)	\$0.00	\$7,065.71	(\$7,065.71)	(\$52,590.19)
	5003A-5950-100	Green Fee - Group	(\$89,335.56)	\$0.00	\$9,769.40	(\$9,769.40)	(\$99,104.96)
	50040-5950-100	Green Fees - Member	(\$179.61)	\$0.00	\$1,158.01	(\$1,158.01)	(\$1,337.62)
	5006A-5950-100	Green Fee - Junior	(\$3,144.41)	\$0.00	\$1,132.78	(\$1,132.78)	(\$4,277.19)
	50070-5950-100	Green Fees - (surcharge)	(\$23,848.29)	\$3,317.07	\$6,634.14	(\$3,317.07)	(\$27,165.36)
	5007A-5950-100	Green Fee - League	(\$18,402.05)	\$0.00	\$7,830.90	(\$7,830.90)	(\$26,232.95)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$160,244.45)	\$0.00	\$14,995.64	(\$14,995.64)	(\$175,240.09)
	5011A-5950-100	Green Fee - Non-Revenue	(\$36.00)	\$0.00	\$0.00	\$0.00	(\$36.00)
	5012A-5950-100	Green Fee - Outing	(\$46,119.29)	\$0.00	\$9,674.20	(\$9,674.20)	(\$55,793.49)
	5014A-5950-100	Green Fee - Resident	(\$217,803.51)	\$4,869.05	\$29,592.76	(\$24,723.71)	(\$242,527.22)
	5015A-5950-100	Green Fee - Senior	(\$160,188.10)	\$0.00	\$21,902.42	(\$21,902.42)	(\$182,090.52)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$0.00	\$0.00	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$5,487.87)	\$0.00	\$142.08	(\$142.08)	(\$5,629.95)
	50500-5950-200	Cart Fee 18	(\$374,382.47)	\$0.00	\$52,055.00	(\$52,055.00)	(\$426,437.47)
	50520-5950-200	Cart Fee - Annual Trail	(\$56,618.46)	\$0.00	\$6,772.38	(\$6,772.38)	(\$63,390.84)
	52090-5950-600	Handicap Fee	(\$6,445.00)	\$0.00	\$60.00	(\$60.00)	(\$6,505.00)
	52150-5950-600	Lessons	(\$9,954.66)	\$0.00	\$1,405.00	(\$1,405.00)	(\$11,359.66)
	52280-5950-600	Rental Clubs	(\$6,855.12)	\$0.00	\$1,298.17	(\$1,298.17)	(\$8,153.29)
	52310-5950-600	Retail	(\$196,948.32)	\$0.00	\$27,605.84	(\$27,605.84)	(\$224,554.16)
	53050-5950-220	Range Pass Revenue	(\$40,847.43)	\$0.00	\$10,114.34	(\$10,114.34)	(\$50,961.77)
	56120-5950-100	City Surcharge R & R	(\$23,849.18)	\$0.00	\$3,317.07	(\$3,317.07)	(\$27,166.25)
	60000-5950-600	COGS - Merchandise - Accessories	\$134,168.66	\$22,917.73	\$0.00	\$22,917.73	\$157,086.39
	70000-5950-100	Gross Payroll - Salaried	\$80,152.08	\$15,754.65	\$4,126.22	\$11,628.43	\$91,780.51
	70000-5950-600	Gross Payroll - Salaried	\$30,019.94	\$5,894.54	\$1,307.31	\$4,587.23	\$34,607.17
	70000-5950-900	Gross Payroll - Salaried	\$98,243.29	\$20,004.96	\$5,024.50	\$14,980.46	\$113,223.75

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-950	Gross Payroll - Salaried	\$47,588.65	\$9,637.08	\$2,115.39	\$7,521.69	\$55,110.34
	70010-5950-100	Gross Payroll - Hourly	\$160,234.42	\$33,847.81	\$7,249.72	\$26,598.09	\$186,832.51
	70010-5950-200	Gross Payroll - Hourly	\$102,020.52	\$22,831.17	\$6,389.78	\$16,441.39	\$118,461.91
	70010-5950-600	Gross Payroll - Hourly	\$49,658.42	\$10,531.34	\$2,781.40	\$7,749.94	\$57,408.36
	70010-5950-900	Gross Payroll - Hourly	\$993.36	\$221.04	\$53.40	\$167.64	\$1,161.00
	71000-5950-100	Payroll Tax - FICA	\$17,809.59	\$3,671.71	\$870.27	\$2,801.44	\$20,611.03
	71000-5950-200	Payroll Tax - FICA	\$7,983.32	\$1,781.17	\$488.83	\$1,292.34	\$9,275.66
	71000-5950-600	Payroll Tax - FICA	\$5,840.54	\$1,220.61	\$312.78	\$907.83	\$6,748.37
	71000-5950-900	Payroll Tax - FICA	\$8,240.80	\$1,406.63	\$388.46	\$1,018.17	\$9,258.97
	71000-5950-950	Payroll Tax - FICA	\$3,520.29	\$709.50	\$161.79	\$547.71	\$4,068.00
	71010-5950-100	Payroll Tax - UC	\$722.88	\$49.19	\$0.00	\$49.19	\$772.07
	71010-5950-200	Payroll Tax - UC	\$756.52	\$181.52	\$0.00	\$181.52	\$938.04
	71010-5950-600	Payroll Tax - UC	\$345.37	\$66.06	\$0.00	\$66.06	\$411.43
	71010-5950-900	Payroll Tax - UC	\$128.84	\$1.95	\$119.21	(\$117.26)	\$11.58
	71010-5950-950	Payroll Tax - UC	\$101.87	\$0.00	\$0.00	\$0.00	\$101.87
	71020-5950-100	Payroll Tax - WC	\$4,405.53	\$913.54	\$0.00	\$913.54	\$5,319.07
	71020-5950-200	Payroll Tax - WC	\$1,873.94	\$433.44	\$0.00	\$433.44	\$2,307.38
	71020-5950-600	Payroll Tax - WC	\$1,488.26	\$312.59	\$0.00	\$312.59	\$1,800.85
	71020-5950-900	Payroll Tax - WC	\$2,191.30	\$384.92	\$0.00	\$384.92	\$2,576.22
	71020-5950-950	Payroll Tax - WC	\$891.65	\$183.38	\$0.00	\$183.38	\$1,075.03
	71030-5950-100	Benefits	\$18,778.16	\$8,017.73	\$5,469.36	\$2,548.37	\$21,326.53
	71030-5950-200	Benefits	\$110.81	\$1,705.24	\$1,677.83	\$27.41	\$138.22
	71030-5950-600	Benefits	\$8,540.66	\$2,873.39	\$1,600.55	\$1,272.84	\$9,813.50
	71030-5950-900	Benefits	\$17,119.19	\$6,699.89	\$4,441.12	\$2,258.77	\$19,377.96
	71030-5950-950	Benefits	\$3,672.24	\$960.87	\$362.61	\$598.26	\$4,270.50
	80110-5950-200	Cart Supplies	\$403.04	\$26.18	\$0.00	\$26.18	\$429.22
	80120-5950-100	Chemicals	\$4,691.77	\$517.36	\$0.00	\$517.36	\$5,209.13
	80170-5950-100	Course Accessories	\$2,067.42	\$1,747.48	\$0.00	\$1,747.48	\$3,814.90
	80230-5950-100	Fertilizer	\$35,632.41	\$0.00	\$0.00	\$0.00	\$35,632.41
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$9,206.35	\$2,160.30	\$0.00	\$2,160.30	\$11,366.65
	80280-5950-100	Fungicides	\$4,713.79	\$0.00	\$0.00	\$0.00	\$4,713.79
	80320-5950-100	Herbicides	\$20,558.35	\$11,630.48	\$0.00	\$11,630.48	\$32,188.83
	80370-5950-100	Insecticides	\$6,890.00	\$1,062.26	\$0.00	\$1,062.26	\$7,952.26
	80380-5950-900	Janitorial Supplies	\$3,381.63	\$94.12	\$0.00	\$94.12	\$3,475.75
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$3,343.91	\$775.09	\$0.00	\$775.09	\$4,119.00
	80590-5950-600	Printing	\$1,642.80	\$0.00	\$0.00	\$0.00	\$1,642.80
	80610-5950-220	Range Balls	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00
	80620-5950-220	Range Equipment	\$1,382.29	\$0.00	\$0.00	\$0.00	\$1,382.29
	80630-5950-220	Range Expenses	\$1,181.94	\$319.00	\$0.00	\$319.00	\$1,500.94
	80690-5950-100	Sand/Topdress	\$4,297.02	\$3,023.47	\$0.00	\$3,023.47	\$7,320.49
	80710-5950-100	Seeds/Trees	\$3,520.00	\$1,900.00	\$0.00	\$1,900.00	\$5,420.00
	80730-5950-100	Small Tools	\$39.98	\$285.10	\$0.00	\$285.10	\$325.08
	80780-5950-200	Supplies	\$461.62	\$0.00	\$0.00	\$0.00	\$461.62
	80780-5950-600	Supplies	\$4,825.33	\$0.00	\$0.00	\$0.00	\$4,825.33
	80810-5950-600	Tournament Expense	\$4,630.16	\$62.85	\$0.00	\$62.85	\$4,693.01
	81010-5950-900	Alarm System	\$1,144.00	\$142.00	\$0.00	\$142.00	\$1,286.00
	81090-5950-200	Cart Repairs	\$106.87	\$0.00	\$0.00	\$0.00	\$106.87
	81130-5950-900	Computer Service	\$11,241.01	\$2,572.91	\$0.00	\$2,572.91	\$13,813.92
	81140-5950-900	Contract Cleaning	\$7,075.00	\$1,000.00	\$0.00	\$1,000.00	\$8,075.00
	81200-5950-900	Guest Relations	\$5,592.26	\$121.58	\$0.00	\$121.58	\$5,713.84
	81220-5950-600	Handicap Expense	\$6,412.00	\$0.00	\$0.00	\$0.00	\$6,412.00
	81250-5950-100	Irrigation	\$2,965.48	\$1,490.98	\$0.00	\$1,490.98	\$4,456.46
	81270-5950-600	Lesson Expense	\$583.20	\$0.00	\$0.00	\$0.00	\$583.20
	81300-5950-900	Pest Control	\$17.92	\$0.00	\$0.00	\$0.00	\$17.92
	81340-5950-100	Repair & Maint - Paths	\$3,048.43	\$468.00	\$0.00	\$468.00	\$3,516.43
	81350-5950-100	Repair & Maint - Equipment	\$11,352.67	\$3,097.52	\$0.00	\$3,097.52	\$14,450.19
	81350-5950-220	Repair & Maint - Equipment	\$1,532.43	\$21.00	\$0.00	\$21.00	\$1,553.43
	81350-5950-900	Repair & Maint - Equipment	\$3,331.85	\$1,118.70	\$0.00	\$1,118.70	\$4,450.55

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81360-5950-100	Repair & Maint - Building	\$1,379.80	\$0.00	\$0.00	\$0.00	\$1,379.80
	81360-5950-900	Repair & Maint - Building	\$6,046.22	\$601.80	\$0.00	\$601.80	\$6,648.02
	82000-5950-200	Cart Lease	\$49,987.00	\$7,141.00	\$0.00	\$7,141.00	\$57,128.00
	82020-5950-100	Equipment Lease	\$70,170.00	\$10,500.00	\$0.00	\$10,500.00	\$80,670.00
	82060-5950-900	Off-Site Storage	\$1,442.00	\$206.00	\$0.00	\$206.00	\$1,648.00
	83000-5950-100	Utilities - Electric	\$1,854.36	\$264.13	\$0.00	\$264.13	\$2,118.49
	83000-5950-200	Utilities - Electric	\$4,897.02	\$683.66	\$0.00	\$683.66	\$5,580.68
	83020-5950-100	Utilities - Other	\$11,328.25	\$3,237.14	\$0.00	\$3,237.14	\$14,565.39
	83020-5950-900	Utilities - Other	\$15,460.42	\$2,279.03	\$0.00	\$2,279.03	\$17,739.45
	83030-5950-900	Utilities - Telephone/Fax	\$1,392.89	\$198.87	\$0.00	\$198.87	\$1,591.76
	83050-5950-100	Utilities - Water	\$1,941.08	\$279.03	\$0.00	\$279.03	\$2,220.11
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$12,656.64	\$450.82	\$0.00	\$450.82	\$13,107.46
	84070-5950-950	Adv/Promo - Organizations	\$0.00	\$620.00	\$0.00	\$620.00	\$620.00
	84110-5950-950	Adv/Promo - Website	\$0.00	\$500.00	\$0.00	\$500.00	\$500.00
	85020-5950-900	Bank Charges	\$2,445.99	\$43.34	\$0.00	\$43.34	\$2,489.33
	85050-5950-900	Cash Short/(Over)	(\$935.01)	\$78.41	\$140.40	(\$61.99)	(\$997.00)
	85060-5950-900	Cell Phone	\$1,680.00	\$240.00	\$0.00	\$240.00	\$1,920.00
	85070-5950-900	City Surcharge R & R	\$23,849.18	\$3,317.07	\$0.00	\$3,317.07	\$27,166.25
	85120-5950-900	Credit Card Discounts	\$36,906.53	\$6,587.73	\$254.90	\$6,332.83	\$43,239.36
	85140-5950-900	Donations	(\$50.00)	\$0.00	\$2,452.82	(\$2,452.82)	(\$2,502.82)
	85150-5950-900	Dues & Subscriptions	\$539.99	\$0.00	\$0.00	\$0.00	\$539.99
	85160-5950-100	Education & Training	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00
	85160-5950-600	Education & Training	\$601.50	\$0.00	\$0.00	\$0.00	\$601.50
	85190-5950-100	Employee Relations	\$535.64	\$198.13	\$0.00	\$198.13	\$733.77
	85190-5950-900	Employee Relations	\$7,549.61	\$923.93	\$0.00	\$923.93	\$8,473.54
	85200-5950-100	Employee Testing	\$88.87	\$4.41	\$0.00	\$4.41	\$93.28
	85280-5950-900	Insurance Expense	\$64,493.87	\$9,213.37	\$0.00	\$9,213.37	\$73,707.24
	85320-5950-900	Member Relations	\$356.32	\$600.00	\$0.00	\$600.00	\$956.32
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85430-5950-100	O/S - Other	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$3,560.80	\$521.58	\$0.00	\$521.58	\$4,082.38
	85490-5950-900	Postage/Shipping	\$1,058.80	\$145.78	\$0.00	\$145.78	\$1,204.58
	85610-5950-900	Tax/Licenses/Fees	(\$210.00)	\$30.00	\$60.00	(\$30.00)	(\$240.00)
	85720-5950-900	Travel - Other	\$3,545.11	\$124.75	\$0.00	\$124.75	\$3,669.86
	90000-5950-900	Management Fee	\$46,144.00	\$6,592.00	\$0.00	\$6,592.00	\$52,736.00
	98020-5950-900	Deprec - Mach & Equip	\$161.84	\$23.12	\$0.00	\$23.12	\$184.96
	98040-5950-900	Deprec - Buildings	\$506.87	\$72.41	\$0.00	\$72.41	\$579.28
	R002A-5950-100	Rounds - Annual	15,211.00	322.00	0.00	322.00	15,533.00
	R003A-5950-100	Rounds - Group	18,591.00	439.00	0.00	439.00	19,030.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,323.00	117.00	0.00	117.00	2,440.00
	R007A-5950-100	Rounds - Green Fee - League	15,796.00	345.00	0.00	345.00	16,141.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	12,048.00	434.00	0.00	434.00	12,482.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	959.00	3.00	0.00	3.00	962.00
	R012A-5950-100	Rounds - Green Fee - Outing	10,749.00	315.00	0.00	315.00	11,064.00
	R014A-5950-100	Rounds - Resident	66,657.00	1,396.00	0.00	1,396.00	68,053.00
	R015A-5950-100	Rounds - Green Fee - Senior	27,339.00	676.00	0.00	676.00	28,015.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,888.00	188.00	0.00	188.00	6,076.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,799.00	62.00	0.00	62.00	3,861.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	609.00	4.00	0.00	4.00	613.00
	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:			169	\$0.00	\$880,491.25	\$880,491.25	\$0.00

The Golf Club at Cypress Head
Comparative Income Statement
For the Eight Months Ending May 31, 2024

	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	152,982	1,316,158	1,778,351	74%	160,539	1,361,856	1,894,268	72%
Merchandise	32,725	178,152	286,316	62%	27,606	224,554	225,501	100%
Other Pro Shop	3,060	25,711	32,350	79%	2,763	26,018	45,630	57%
Range	6,552	48,554	68,808	71%	10,114	50,962	83,261	61%
Other Operating Revenues	3,397	29,235	40,841	72%	3,317	27,166	44,187	61%
TOTAL REVENUE	198,716	1,597,810	2,206,665	72%	204,340	1,690,556	2,292,847	74%
COST OF SALES								
Merchandise	25,825	128,088	202,413	63%	22,918	157,086	157,851	100%
TOTAL COGS	25,825	128,088	202,413	63%	22,918	157,086	157,851	100%
COGS - Merchandise %	78.9%	71.9%	70.7%	101.7%	83.0%	70.0%	70.0%	99.9%
PAYROLL								
Course and Grounds	39,380	307,396	460,036	67%	44,539	326,642	547,942	60%
Carts, Range, Starters, Etc.	15,122	102,879	160,468	64%	18,376	131,121	211,522	62%
Pro Shop	11,782	84,149	131,209	64%	14,896	110,790	159,420	69%
General and Administrative	16,257	130,953	216,590	60%	18,693	145,609	222,142	66%
Marketing	1,155	28,568	34,364	83%	8,851	64,626	80,098	81%
TOTAL PAYROLL	83,695	653,946	1,002,667	65%	105,355	778,788	1,221,123	64%
OPERATING EXPENSES								
Course and Grounds	38,081	221,199	328,078	67%	44,866	241,747	330,078	73%
Carts, Range, Starters, Etc.	9,691	90,703	134,949	67%	8,191	71,393	133,584	53%
Pro Shop	0	12,147	13,850	88%	63	18,758	14,245	132%
General and Administrative	28,349	225,423	335,710	67%	28,028	244,830	321,392	76%
Marketing	2,482	14,429	26,704	54%	1,571	14,227	28,800	49%
TOTAL OPERATING EXPENSES	78,602	563,901	839,290	67%	82,718	590,955	828,099	71%
TOTAL EXPENSES	188,122	1,345,935	2,044,370	66%	210,991	1,526,830	2,207,072	69%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(51,074)	(76,674)	67%	(6,592)	(52,736)	(79,104)	67%
Depreciation & Amortization	(96)	(764)	(1,146)	67%	(96)	(764)	(1,146)	67%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(51,838)	(77,820)	67%	(6,688)	(53,500)	(80,250)	67%
NET INCOME	4,098	200,037	84,476	237%	(13,339)	110,226	5,524	1995%
=====								
Paid Rounds	3,928	32,155	45,097		3,726	29,878	43,894	
Annual Pass Rounds	351	2,866	4,163		322	2,946	4,795	
Other Rounds	254	2,008	3,024		253	2,096	2,783	
Total Rounds	4,533	37,019	52,284		4,301	34,920	51,472	
Revenue/Paid Rounds	51	50	49		55	57	52	
Revenue/Total Rounds	44	43	42		48	48	45	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (F21) Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to appoint an applicant to serve on the Environmental Advisory Board for a 3-year term.

SUMMARY: Philip Klema currently serves on the Environmental Advisory Board. Mr. Klema has expressed an interest in continuing to serve the City as a board member.

The City Clerk's office has not received any other applications.

PRESENTER: Tracee Cody

ATTACHMENTS:

Tracee Cody
Robin Fenwick
Tracee Cody

Created/Initiated - 6/4/2024
Approved - 6/4/2024
Final Approval - 6/7/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (G23) Second Reading - Ordinance 2024-09 - Tenth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. PRZA-24-0002)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-09.

SUMMARY: Planning Commission Action: Recommended Approval 5-0 (April 25, 2024)

The proposed 10th Amendment to the Crystal Lake Master Development Agreement (MDA) adds the uses allowed in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts to the list of permitted uses for Lot 16 of the Crystal Lake PUD. Lot 16 of the Crystal Lake PUD is located on the south side of Reed Canal Road, east of Atlantic High School.



The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design

theme. The properties on the eastern end of the PUD (Lots 15, 16, and 17) were designated with a Future Land Use of Warehouse/Industrial as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for industrial businesses to develop within Port Orange.

As part of the approval for the Crystal Lake Planned Unit Development (PUD) in 2000, the City acquired Lot 16 of the Crystal Lake PUD. As part of an assessment of City-owned property, the subject property was reviewed by all City departments and determined to be surplus property at the March 19, 2024 City Council Meeting. Similar to prior City surplus properties, the proposed amendment is to allow more flexible uses consistent with the lot's current Warehouse/Industrial Future Land Use designation. The request to add the uses allowed in the LI and CI zoning districts on Lot 16 primarily expands the industrial uses allowed to be developed on the subject property.

According to the Land Development Code (LDC), the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods, while the uses listed in the CI zoning district tend to be less intense storage, repair, services, and limited manufacturing uses. The proposed amendment does not change any permitted uses or other development requirements for other properties within the Crystal Lake PUD area.

In 2022, the Council approved an amendment for the adjacent property (Lot 17) east of the subject property (also part of the PUD) to allow greater use flexibility by adding the uses allowed in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts.

The staff report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-09 w exhibit	Ordinance No. 2024-09.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	10th Amendment	10th Amendment.pdf
4.	Business Impact Estimate Form - ORD. 2024-29	Business Impact Estimate Form - ORD. 2024-29.pdf

Penelope Cruz
Tim Burman
Tracee Cody

Created/Initiated - 5/22/2024
Approved - 5/28/2024
Final Approval - 5/30/2024

ORDINANCE NO. 2024-09

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

WHEREAS, the City and Developer desire to enter into the Tenth Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) (hereinafter referred to as the “Tenth Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Tenth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Tenth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Tenth Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Tenth Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Tenth

Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT "1"

TENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS TENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the "**Tenth Amendment**") is made this _____ day of _____, 2024, by and among the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 hereinafter referred to as "Property Owner".

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation ("**RSIII, Inc.**") (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)", recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the "**Master Development Agreement**"), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the "**First Amendment**"); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5078 at Page 2021 (the "**Fourth Amendment**"); and that certain Fifth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 5204 at Page 3392 (the "**Fifth Amendment**"); and that certain Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8328 at Page 4387 (the "**Sixth Amendment**"); and that certain Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8299 at Page 2493 (the "**Seventh Amendment**"); and that certain Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8308 at Page 3729 (the "**Eighth Amendment**"); and that certain Ninth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8343 at Page 2813 (the "**Ninth Amendment**"). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment, is now hereinafter collectively referred to as the "Master Development Agreement"; an

WHEREAS, the Property Owner is the owner of the property more particularly described in **Exhibit "A" ("Property")**, which is the only property impacted by this Tenth Amendment.

WHEREAS, the City and Property Owner wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Tenth Amendment and are incorporated herein by reference.

2. Paragraph 2. **DEVELOPMENT PLAN**, Section 2(d)(4) of the Master Development Agreement as previously amended, is hereby amended as follows:

4) In regard to Tract 4, the development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road and it is adjacent to the Atlantic High School campus. ~~Lot 16 may be acquired by the City under a separate agreement for recreational use, potentially through integration into the Atlantic High School site. If Lot 16 is not acquired by the City on or before December 15, 2001, then Lot 16 may be developed for office, office/warehouse, or uses allowed by the light industrial (LI) zoning classification.~~ Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. Lot 17, which is south of Reed Canal Road and east of Lot 16, is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and uses allowed by Commercial Industrial (CI) zoning classification. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

3. **Paragraph 5.. CONCEPT**, of the Master Development Agreement, as previously amended, is hereby further amended as follows:

[Opening section and sections addressing Tracts 1,2, and 3 remain unchanged]

Tract 4 (Lots 15, 16, and 17): Tract 4 is split by Reed Canal Road. It will be developed with uses compatible with the property abutting or surrounding the lot. The uses developed on the lots will be designed to provide a transitional use from the roadway to the property abutting Lots 15, 16 and 17. For example, Lot 15 is located on the north side of Reed Canal Road, and it abuts an auto salvage yard. The development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road, and it is adjacent to the Atlantic High School campus. ~~If the City acquires Lot 16, Lot 16 will be developed as a recreational use as further described in Paragraph 2(d)(4) of this agreement. If Lot 16 is~~

~~not acquired by the City, then it may be developed for office, office/warehouse, and light industrial use in the same fashion as Lot 17. Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. Lot 17 which is south of Reed Canal Road and east of Lot 16 may be developed for office, office/warehouse, or uses allowed by the Light Industrial (LI) and uses allowed by Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impacts to Reed Canal Road~~

4. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 1.d.-PERMITTED USES Tract 4 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Lot 15 remains unchanged].

Lot 16: Private Recreation facilities (~~private/public~~) facilities
Offices
Office/warehouse facilities
All other uses permitted under the Light Industrial (LI) classification*
All other uses permitted under the Commercial Industrial (CI) classification*

[Lot 17 remains unchanged].

*Subject to special development requirements or special exception criteria, if applicable.

5. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 2.d-DIMENSIONAL REQUIREMENTS Tract 4 of the Master Development Agreement, as previously amended, is hereby further amended as follows:

Lot 16 DIMENSIONAL REQUIREMENTS

Minimum Lot Area: 15,000 square feet

Minimum Lot Width: 100 feet

Maximum Building Height: 45 feet

Maximum Lot Coverage: 70%

Minimum Building Separation: 10 feet

Minimum Front Setback: Equal to the required right-of-way landscape buffer in Chapter 13 of the Land Development Code

Minimum Rear Setback: 25 Feet (Non-residential building setbacks adjoining residential zoning shall be equal to

or greater than building height)

Minimum Side Setback: 10 Feet

6. This Tenth Amendment shall be effective as of the date it is recorded in the public records of Volusia County, Florida, at the Developer's expense.
7. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eight, and Ninth Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Tenth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Tenth Amendment, by and through its duly authorized representative, on the date below:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

PROPERTY OWNER:

CITY OF PORT ORANGE, a Florida municipal Corporation

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

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**EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA TENTH AMENDMENT**

NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32,
TOWNSHIP 15 SOUTH RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BE MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE AS REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 23 SECONDS EAST A DISTANCE OF 308.95 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 34 SECONDS EAST A DISTANCE OF 308.03 FEET TO THE NORTH OF LOT 1, MAGNOLIA GROVE, AS RECORDED IN MAP BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, MAGNOLIA GROVE A DISTANCE OF 147.46 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MAGNOLIA GROVE; THENCE SOUTH 01 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, MAGNOLIA GROVE, A DISTANCE OF 231.39; THENCE SOUTH 89 DEGREES 4 MINUTES 25 SECONDS WEST ALONG THE SAID SOUTH LINE OF FRACTIONAL SECTION 32, A DISTANCE OF 1317.25 FEET TO THE POINT OF BEGINNING.



STAFF REPORT

10th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. PRZA-24-0002

REQUEST:	To approve the 10 th Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to add the uses allowed in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts to the list of uses allowed on Lot 16 of the Crystal Lake PUD.
LOCATION:	1201 Reed Canal Road
APPLICANT:	City of Port Orange
PROPERTY OWNER:	City of Port Orange
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (April 25, 2024)
CITY COUNCIL:	May 21, 2024

DEVELOPMENT PROPOSAL

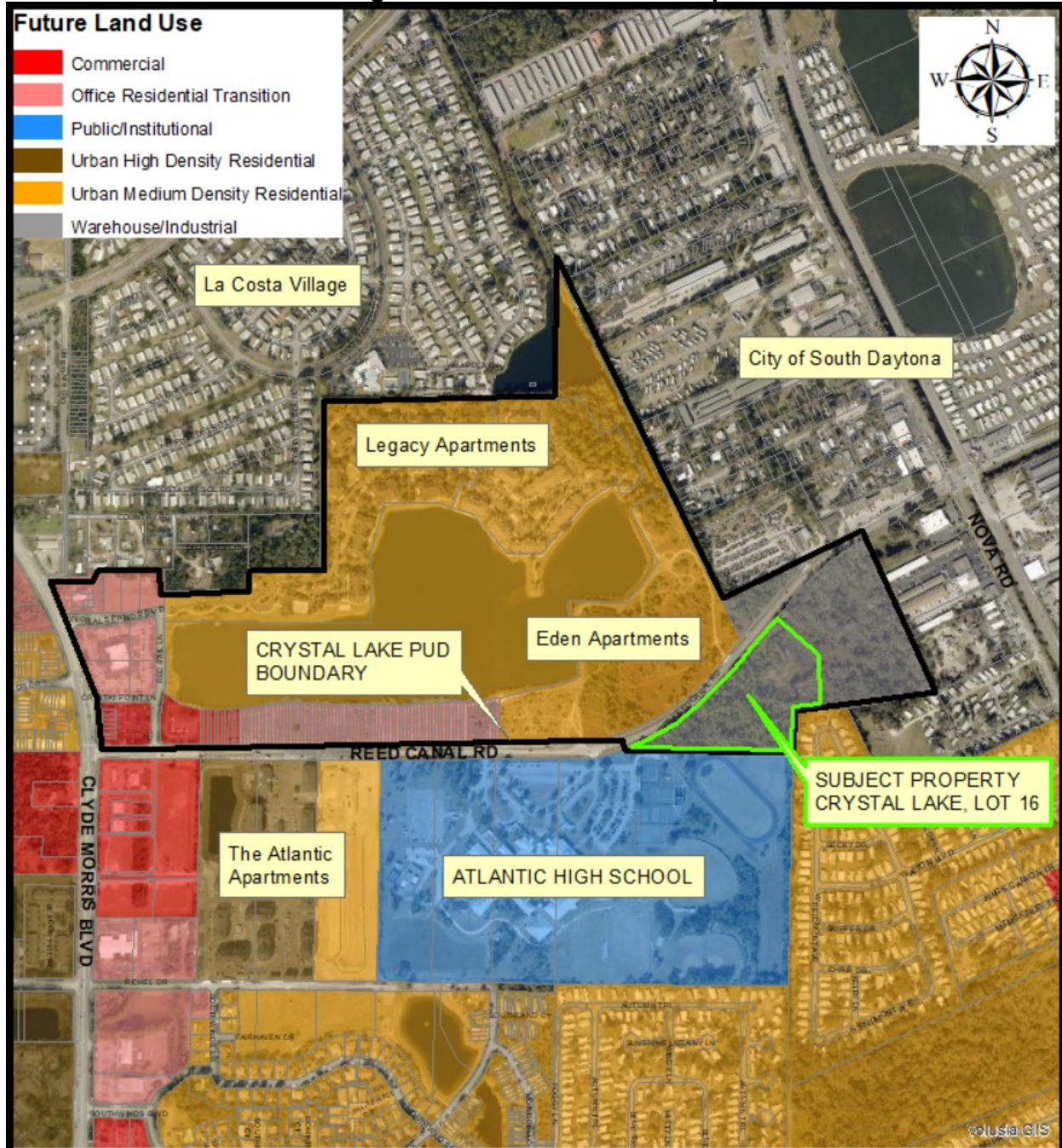
The proposed 10th Amendment to the Crystal Lake Master Development Agreement (MDA) adds the uses allowed in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts to the list of permitted uses for Lot 16 of the Crystal Lake PUD. Lot 16 of the Crystal Lake PUD is on the south side of Reed Canal Road, east of Atlantic High School.

Figure 1. Location Map



The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme. The properties on the eastern end of the PUD (Lots 15, 16, and 17) were designated with a Future Land Use of *Warehouse/Industrial* as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for industrial businesses to locate within Port Orange (Figure 2 – Future Land Use Map).

Figure 2. Future Land Use Map



As part of the approval for the Crystal Lake Planned Unit Development (PUD) in 2000, the city acquired Lot 16 of the Crystal Lake PUD (subject property). As part of an assessment of

city-owned property, the subject property was reviewed by all city departments and determined to be surplus property at the March 19, 2024, City Council Meeting.

As with prior surplus properties zoned PUD or PCD, the City has amended zoning to allow more flexible and appropriate uses before selling the property. The request to add the uses allowed in the LI and CI zoning districts on Lot 16 primarily expands the industrial uses allowed to be developed on the subject property.

The subject property is currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). The 10th Amendment allows industrial-type uses that could be developed on Lot 16. In the Crystal Lake MDA, the permitted uses for Lot 16 currently include public recreation facilities. According to the LDC, the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods, while the uses listed in the CI zoning district tend to be less intense storage, repair, services, and limited manufacturing uses (Exhibit 1 – CI and LI zoning district allowed uses). The uses allowed in the CI and LI zoning districts are compatible with the *Warehouse/Industrial* Future Land Use designation for Lot 16. The proposed amendment does not change any permitted uses or other development requirements for other properties within the Crystal Lake PUD area.

In 2022, the Council approved an amendment for the adjacent property (Lot 17) east of the subject property (also part of the PUD) to allow greater use flexibility by adding the uses allowed in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts.

A site plan must be submitted to the city and approved by the Staff Development Review Committee (SDRC) before development on Lot 16. Any development on Lot 16 must meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code.

CONSISTENCY WITH COMPREHENSIVE PLAN

Lot 16 is designated *Warehouse/Industrial* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed 10th Amendment does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan. The designated with a Future Land Use of *Warehouse/Industrial*.

PUBLIC NOTICE

A Public Notice sign was posted on the site on March 25, 2024. As of April 19, 2024, staff has not received any phone calls regarding the proposed PUD Amendment.

RECOMMENDATION

Staff recommends approval of the 10th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development, subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT

- Exhibit 1: List of Permitted Uses for the CI and LI zoning districts.
- Exhibit 2: 10th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development

Exhibit 1

List of Permitted Uses for the CI Zoning District

Permitted uses.

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Appliance/electronic repair shops.
- (4) Boat repair, engine.
- (5) Business services.
- (6) Commercial/industrial equipment and supplies.
- (7) Commercial/industrial services.
- (8) Commercial/industrial warehouses.
- (9) Construction and home improvement contractor.
- (10) Fleet-based services.
- (11) Greenhouses and nurseries (wholesale and retail).
- (12) Infrastructure construction contractor's yard.
- (13) Laboratory, research, and development.
- (14) Laundry and dry cleaning plants.
- (15) Maintenance contractors.
- (16) Manufacturing: craftsman shops.
- (17) Manufacturing: fabrication.
- (18) Manufacturing: limited.
- (19) Mini-warehouses.
- (20) Motor vehicle and boat storage facilities.
- (21) Motor vehicle repair facilities.
- (22) Motor vehicle service stations.
- (23) Motor vehicle towing and impoundment.
- (24) Offices.
- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).
- (4) Motor vehicle sales (subsection 9.75).

Special exception uses (chapter 18, section 3).

- (1) Adult entertainment (subsection 1).
- (2) Used motor vehicle parts yards (subsection 23).

Exhibit 1

List of Permitted Uses for the LI Zoning District

Permitted uses.

- (1) Airport and related activities.
- (2) Antennas.
- (3) Boat repair, body.
- (4) Boat repair, engine.
- (5) Commercial/industrial warehouse.
- (6) Construction and home improvement contractor.
- (7) Crematoriums.
- (8) Greenhouses and nurseries (wholesale only).
- (9) Infrastructure construction contractor's yard.
- (10) Laboratory, research, and development.
- (11) Laundry and dry cleaning plants.
- (12) Manufacturing, craftsman shops.
- (13) Manufacturing, limited.
- (14) Manufacturing, fabrication.
- (15) Manufacturing, processing.
- (16) Motor vehicle repair facilities.
- (17) Motor vehicle towing and impoundment.
- (18) Offices.
- (19) Trucking terminals.
- (20) Wholesalers and distributors.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Health/exercise club (subsection 6).

Special exception uses (chapter 18, section 3).

- (1) Marina, commercial/industrial (subsection 9.5).
- (2) Truck stops (subsection 21).

Exhibit 2

TENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS TENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the "**Tenth Amendment**") is made this _____ day of _____, 2024, by and among the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 hereinafter referred to as "Property Owner".

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation ("**RSIII, Inc.**") (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)", recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the "**Master Development Agreement**"), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the "**First Amendment**"); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5078 at Page 2021 (the "**Fourth Amendment**"); and that certain Fifth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 5204 at Page 3392 (the "**Fifth Amendment**"); and that certain Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8328 at Page 4387 (the "**Sixth Amendment**"); and that certain Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8299 at Page 2493 (the "**Seventh Amendment**"); and that certain Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8308 at Page 3729 (the "**Eighth Amendment**"); and that certain Ninth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8343 at Page 2813 (the "**Ninth Amendment**"). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment, is now hereinafter collectively referred to as the "Master Development Agreement"; an

WHEREAS, the Property Owner is the owner of the property more particularly described in **Exhibit "A" ("Property")**, which is the only property impacted by this Tenth Amendment.

WHEREAS, the City and Property Owner wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Tenth Amendment and are incorporated herein by reference.

2. Paragraph 2. **DEVELOPMENT PLAN**, Section 2(d)(4) of the Master Development Agreement as previously amended, is hereby amended as follows:

4) In regard to Tract 4, the development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road and it is adjacent to the Atlantic High School campus. ~~Lot 16 may be acquired by the City under a separate agreement for recreational use, potentially through integration into the Atlantic High School site. If Lot 16 is not acquired by the City on or before December 15, 2001, then Lot 16 may be developed for office, office/warehouse, or uses allowed by the light industrial (LI) zoning classification.~~ Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. Lot 17, which is south of Reed Canal Road and east of Lot 16, is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and uses allowed by Commercial Industrial (CI) zoning classification. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

3. Paragraph 5., **CONCEPT**, of the Master Development Agreement, as previously amended, is hereby further amended as follows:

[Opening section and sections addressing Tracts 1,2, and 3 remain unchanged]

Tract 4 (Lots 15, 16, and 17): Tract 4 is split by Reed Canal Road. It will be developed with uses compatible with the property abutting or surrounding the lot. The uses developed on the lots will be designed to provide a transitional use from the roadway to the property abutting Lots 15, 16 and 17. For example, Lot 15 is located on the north side of Reed Canal Road, and it abuts an auto salvage yard. The development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road, and it is adjacent to the Atlantic High School campus. ~~If the City acquires Lot 16, Lot 16 will be developed as a recreational use as further described in Paragraph 2(d)(4) of this agreement. If Lot 16 is~~

~~not acquired by the City, then it may be developed for office, office/warehouse, and light industrial use in the same fashion as Lot 17. Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. Lot 17 which is south of Reed Canal Road and east of Lot 16 may be developed for office, office/warehouse, or uses allowed by the Light Industrial (LI) and uses allowed by Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impacts to Reed Canal Road~~

4. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 1.d.-PERMITTED USES Tract 4 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Lot 15 remains unchanged].

Lot 16: Private Recreation facilities (~~private/public~~) facilities
Offices
Office/warehouse facilities
All other uses permitted under the Light Industrial (LI) classification*
All other uses permitted under the Commercial Industrial (CI)
classification*

[Lot 17 remains unchanged].

*Subject to special development requirements or special exception criteria, if applicable.

5. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 2.d-DIMENSIONAL REQUIREMENTS Tract 4 of the Master Development Agreement, as previously amended, is hereby further amended as follows:

Lot 16 DIMENSIONAL REQUIREMENTS

Minimum Lot Area: 15,000 square feet

Minimum Lot Width: 100 feet

Maximum Building Height: 45 feet

Maximum Lot Coverage: 70%

Minimum Building Separation: 10 feet

Minimum Front Setback:	<u>Equal to the required right-of-way landscape buffer in Chapter 13 of the Land Development Code</u>
------------------------	---

Minimum Rear Setback: 25 Feet (Non-residential building setbacks adjoining residential zoning shall be equal to

or greater than building height)

Minimum Side Setback: 10 Feet

6. This Tenth Amendment shall be effective as of the date it is recorded in the public records of Volusia County, Florida, at the Developer's expense.
7. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eight, and Ninth Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Tenth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Tenth Amendment, by and through its duly authorized representative, on the date below:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

PROPERTY OWNER:

CITY OF PORT ORANGE, a Florida municipal Corporation

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

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EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA TENTH AMENDMENT

NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32,
TOWNSHIP 15 SOUTH RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BE MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE AS REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 23 SECONDS EAST A DISTANCE OF 308.95 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 34 SECONDS EAST A DISTANCE OF 308.03 FEET TO THE NORTH OF LOT 1, MAGNOLIA GROVE, AS RECORDED IN MAP BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, MAGNOLIA GROVE A DISTANCE OF 147.46 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MAGNOLIA GROVE; THENCE SOUTH 01 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, MAGNOLIA GROVE, A DISTANCE OF 231.39; THENCE SOUTH 89 DEGREES 4 MINUTES 25 SECONDS WEST ALONG THE SAID SOUTH LINE OF FRACTIONAL SECTION 32, A DISTANCE OF 1317.25 FEET TO THE POINT OF BEGINNING.

**TENTH AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
FOR THE CRYSTAL LAKE PLANNED UNIT
DEVELOPMENT (PUD)**

THIS TENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the "**Tenth Amendment**") is made this _____ day of _____, 2024, by and among the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 hereinafter referred to as "Property Owner".

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation ("**RSIII, Inc.**") (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)", recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the "**Master Development Agreement**"), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the "**First Amendment**"); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5078 at Page 2021 (the "**Fourth Amendment**"); and that certain Fifth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 5204 at Page 3392 (the "**Fifth Amendment**"); and that certain Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8328 at Page 4387 (the "**Sixth Amendment**"); and that certain Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8299 at Page 2493 (the "**Seventh Amendment**"); and that certain Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8308 at Page 3729 (the "**Eighth Amendment**"); and that certain Ninth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 8343 at Page 2813 (the "**Ninth Amendment**"). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment, is now hereinafter collectively referred to as the "Master Development Agreement"; an

WHEREAS, the Property Owner is the owner of the property more particularly described in **Exhibit "A" ("Property")**, which is the only property impacted by this Tenth Amendment.

WHEREAS, the City and Property Owner wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Tenth Amendment and are incorporated herein by reference.

2. Paragraph 2. **DEVELOPMENT PLAN**, Section 2(d)(4) of the Master Development Agreement as previously amended, is hereby amended as follows:

4) In regard to Tract 4, the development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road and it is adjacent to the Atlantic High School campus. ~~Lot 16 may be acquired by the City under a separate agreement for recreational use, potentially through integration into the Atlantic High School site. If Lot 16 is not acquired by the City on or before December 15, 2001, then Lot 16 may be developed for office, office/warehouse, or uses allowed by the light industrial (LI) zoning classification.~~ Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. Lot 17, which is south of Reed Canal Road and east of Lot 16, is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and uses allowed by Commercial Industrial (CI) zoning classification. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

3. **Paragraph 5.. CONCEPT**, of the Master Development Agreement, as previously amended, is hereby further amended as follows:

[Opening section and sections addressing Tracts 1,2, and 3 remain unchanged]

Tract 4 (Lots 15, 16, and 17): Tract 4 is split by Reed Canal Road. It will be developed with uses compatible with the property abutting or surrounding the lot. The uses developed on the lots will be designed to provide a transitional use from the roadway to the property abutting Lots 15, 16 and 17. For example, Lot 15 is located on the north side of Reed Canal Road, and it abuts an auto salvage yard. The development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road, and it is adjacent to the Atlantic High School campus. ~~If the City acquires Lot 16, Lot 16 will be developed as a recreational use as further described in Paragraph 2(d)(4) of this agreement. If Lot 16 is~~

~~not acquired by the City, then it may be developed for office, office/warehouse, and light industrial use in the same fashion as Lot 17. Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the Light Industrial (LI) zoning classification and Commercial Industrial (CI) zoning classification. Lot 17 which is south of Reed Canal Road and east of Lot 16 may be developed for office, office/warehouse, or uses allowed by the Light Industrial (LI) and uses allowed by Commercial Industrial (CI) zoning classification. in the same fashion as Lot 17. The uses placed on Lots 16 and 17 shall utilize architectural facades to minimize the visual impacts to Reed Canal Road~~

4. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 1.d.-PERMITTED USES Tract 4 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Lot 15 remains unchanged].

Lot 16: Private Recreation facilities (private/public) facilities
Offices
Office/warehouse facilities
All other uses permitted under the Light Industrial (LI) classification*
All other uses permitted under the Commercial Industrial (CI) classification*

[Lot 17 remains unchanged].

*Subject to special development requirements or special exception criteria, if applicable.

5. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 2.d-DIMENSIONAL REQUIREMENTS Tract 4 of the Master Development Agreement, as previously amended, is hereby further amended as follows:

Lot 16 DIMENSIONAL REQUIREMENTS

Minimum Lot Area: 15,000 square feet

Minimum Lot Width: 100 feet

Maximum Building Height: 45 feet

Maximum Lot Coverage: 70%

Minimum Building Separation: 10 feet

Minimum Front Setback: Equal to the required right-of-way landscape buffer in Chapter 13 of the Land Development Code

Minimum Rear Setback: 25 Feet (Non-residential building setbacks adjoining residential zoning shall be equal to

or greater than building height)

Minimum Side Setback: 10 Feet

6. This Tenth Amendment shall be effective as of the date it is recorded in the public records of Volusia County, Florida, at the Developer's expense.
7. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eight, and Ninth Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Tenth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Tenth Amendment, by and through its duly authorized representative, on the date below:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

PROPERTY OWNER:

CITY OF PORT ORANGE, a Florida municipal Corporation

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA TENTH AMENDMENT

NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32,
TOWNSHIP 15 SOUTH RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BE MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE AS REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 23 SECONDS EAST A DISTANCE OF 308.95 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 34 SECONDS EAST A DISTANCE OF 308.03 FEET TO THE NORTH OF LOT 1, MAGNOLIA GROVE, AS RECORDED IN MAP BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, MAGNOLIA GROVE A DISTANCE OF 147.46 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MAGNOLIA GROVE; THENCE SOUTH 01 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, MAGNOLIA GROVE, A DISTANCE OF 231.39; THENCE SOUTH 89 DEGREES 4 MINUTES 25 SECONDS WEST ALONG THE SAID SOUTH LINE OF FRACTIONAL SECTION 32, A DISTANCE OF 1317.25 FEET TO THE POINT OF BEGINNING.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-29 – Tenth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. PRZA-24-0002)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed 10th Amendment to the Crystal Lake Master Development Agreement (MDA) adds the uses allowed in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts to the list of permitted uses for Lot 16 of the Crystal Lake PUD.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

The request to add the uses allowed in the LI and CI zoning districts for Lot 16 is to expand the industrial uses allowed to be developed on the subject property. The uses allowed in the CI and LI zoning districts are compatible with the current Warehouse/Industrial Future Land Use designation for Lot 16.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (G24) First Reading - Ordinance No. 2024-11 - First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial (Case No. PRZA-24-0004)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-11, approving the First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial.

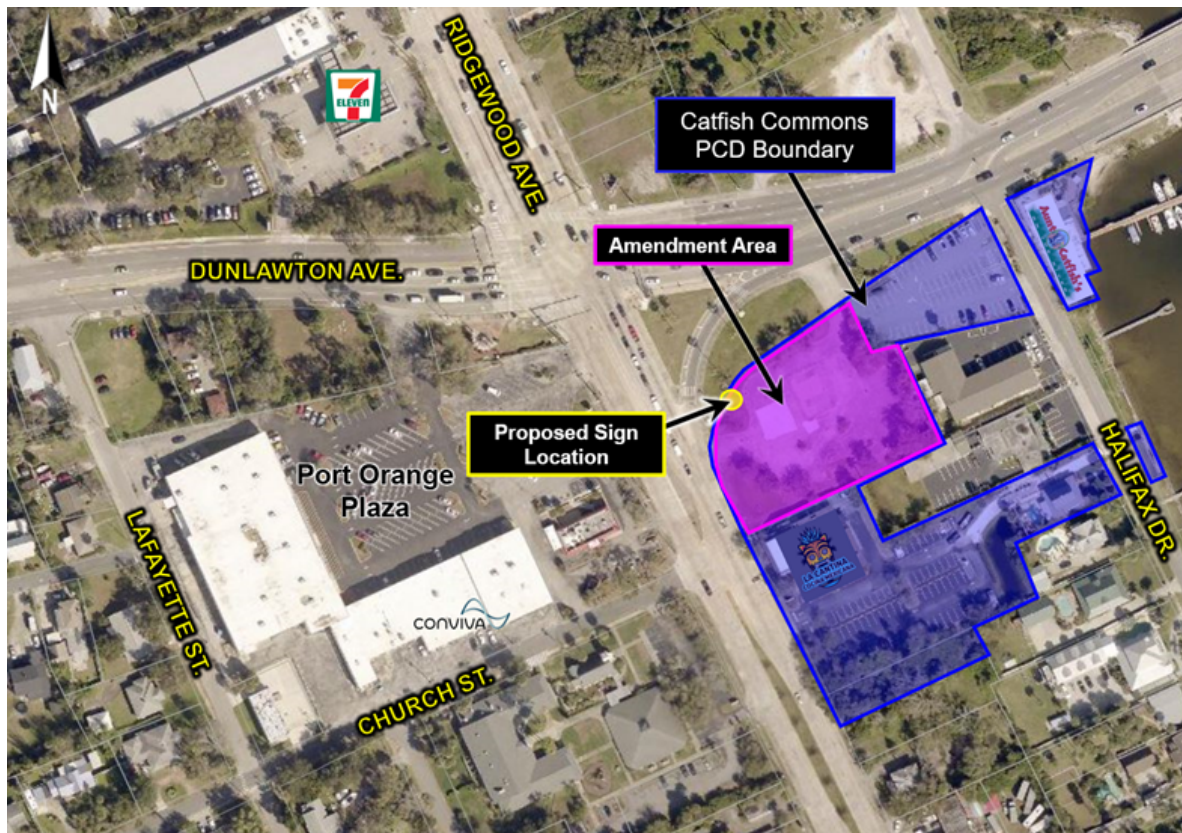
SUMMARY: Planning Commission Action (05/23/24): Recommended Approval (6-0)

The proposed amendment to the Restated Catfish Commons Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) is to allow a multi-tenant sign with an 84-square-foot sign area at the southeast corner of Ridgewood Avenue and Dunlawton Avenue. The applicant is requesting an additional sign area to provide a sign that identifies the Catfish Commons development along with up to six tenants.

Signage for the Catfish Commons PCD is currently required to comply with the Land Development Code (LDC) unless specified in the approved Catfish Commons MDA. According to the LDC and Catfish Commons MDA, a multi-tenant freestanding sign with 56 square feet of sign area can be installed on the subject property, oriented toward the intersection of Ridgewood Avenue and Dunlawton Avenue, to identify the Catfish Commons development and tenants. The proposed amendment would allow an additional 28 square feet of sign area to the current permitted 56 square feet of multi-tenant sign requirements to identify at least six tenants and the Catfish Commons development.

According to the applicant, Brendan Galbreath, the proposed multi-tenant sign with an 84-square-foot sign area will serve as the prominent entry feature that identifies the overall Catfish Commons development and tenants within the PCD. The applicant also states that the large FDOT right-of-way in front of the parcel dictates the need for a larger sign. If the amendment is approved, the sign area dedicated to tenant panels would not significantly increase above what is currently allowed (56 square feet), as most of the requested additional sign area (28 square feet) will be used to identify the Catfish Commons development. The number of signs allowed on the subject property or within the PCD will not increase, and the proposed multi-tenant sign would be required

to meet the multi-tenant sign requirements (height, number of panels, landscaping, setbacks, and architectural design) as required by the LDC.



PRESENTER: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2024-11 w exhibit	Ordinance No. 2024-11 w exhibit.pdf
2.	MDA Amendment Catfish Commons	MDA Amendment Catfish Commons.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Business Impact Estimate Form - PRZA-24-0004	Business Impact Estimate Form - PRZA-24-0004.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 5/24/2024
Approved - 5/25/2024
Approved - 6/6/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE RESTATED MASTER
DEVELOPMENT AGREEMENT FOR THE CATFISH
COMMONS PLANNED COMMERCIAL DEVELOPMENT;
PROVIDING FOR THE REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____,2024

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

EXHIBIT "1"

FIRST AMENDMENT TO THE RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT

This agreement constitutes the First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial Development ("First Amendment"), entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner" or "Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, the Owner is the owner of the property described in Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property"), the only property impacted by this First Amendment; and

WHEREAS, The City and Property Owners have previously entered into a Restated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8278, Page 3843 all in Public Records, Volusia County, Florida ("Original MDA"); and

WHEREAS, the City and Owner want to amend the Original MDA as it applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the City and Owner hereby agree as follows:

1. The premises stated above are true, and correct and form a material part of the First Amendment to the Restated Master Development Agreement for Catfish Commons Planned Commercial Development.
2. Paragraph 14. "SIGNAGE," Section A of the Restated Master Development Agreement, is hereby amended to read as follows:
 - A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue. A multi-tenant monument sign at 4075 Ridgewood Avenue may have a maximum sign area not to exceed 84 square feet.
3. This First Amendment to the Restated Master Development Agreement shall be effective as of the date it is executed by all parties.
4. This First Amendment to the Restated Master Development Agreement shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.
5. The Restated Master Development Agreement, as previously enacted, shall remain in full force and effect except with respect to those matters specifically amended by this First Amendment to the Restated Master Development Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

By: _____
Donald O. Burnette, Mayor

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor and by Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expire

WITNESSES:

COMMONS 4075 LLC, a Florida limited liability company

Print Name: _____

By: _____

Brendan Galbreath, Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____ 2024, by Brendan Galbreath, Manager of **Commons 4075, LLC**, who is [] personally known to me or [] who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large
*Printed name, commission and expiration of
commission term:*

EXHIBIT A
LEGAL DESCRIPTION – 4075 RIDGEWOOD AVENUE

PARCEL 1 PART OF LOTS 1, 2, AND 3, BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A REFERENCE POINT, BEING THE INTERSECTION OF THE SOUTHERLY LINE OF BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE (U.S. HIGHWAY #1), A 100 FOOT STREET AS PRESENTLY ESTABLISHED, RUN THENCE NORTH 26 DEGREES 27 MINUTES 47 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 35.10 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE NORTH 21 DEGREES 01 MINUTES 08 SECONDS WEST, A DISTANCE OF 38.68 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 26 SECONDS AND A CHORD BEARING OF NORTH 24 DEGREES 14 MINUTES 04 SECONDS WEST, AN ARC LENGTH OF 1.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LINE OF THE PORT ORANGE BRIDGE APPROACH, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 81 DEGREES 29 MINUTES 04 SECONDS AND A CHORD BEARING OF NORTH 16 DEGREES 52 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 179.92 FEET TO A POINT; THENCE NORTH 57 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 123.70 FEET; THENCE SOUTH 19 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 70.94 FEET; THENCE NORTH 77 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 36.78 FEET; THENCE SOUTH 24 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 136.60 FEET TO THE SOUTHERLY LINE OF BLOCK 'A'; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 98.66 FEET; THENCE NORTH 23 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 75.0 FEET; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST, AND PARALLEL TO THE SOUTHERLY LINE OF BLOCK "A", 165.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2

PART OF LOT 1, BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE (U.S. HIGHWAY #1), A 100 FOOT STREET AS PRESENTLY ESTABLISHED, RUN THENCE NORTH 26 DEGREES 27 MINUTES 47 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 35.10 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE NORTH 21 DEGREES 01 MINUTES 08 SECONDS WEST A DISTANCE OF 38.68 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 26 SECONDS AND A CHORD BEARING OF NORTH 24 DEGREES 14 MINUTES 04 SECONDS WEST, AN ARC LENGTH OF 1.08 FEET TO A POINT; THENCE NORTH 65 DEGREES 15 MINUTES 18 SECONDS EAST, AND PARALLEL TO THE SOUTHERLY LINE: OF BLOCK 'A', A DISTANCE OF 165.40 FEET; THENCE SOUTH 23 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE SOUTHERLY LINE OF BLOCK 'A'; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 164.73 FEET TO THE POINT OF BEGINNING.

**FIRST AMENDMENT TO THE RESTATED
MASTER DEVELOPMENT AGREEMENT FOR THE
CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT**

This agreement constitutes the First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial Development ("First Amendment"), entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner" or "Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, the Owner is the owner of the property described in Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property"), the only property impacted by this First Amendment; and

WHEREAS, The City and Property Owners have previously entered into a Restated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8278, Page 3843 all in Public Records, Volusia County, Florida ("Original MDA"); and

WHEREAS, the City and Owner want to amend the Original MDA as it applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the City and Owner hereby agree as follows:

1. The premises stated above are true, and correct and form a material part of the First Amendment to the Restated Master Development Agreement for Catfish Commons Planned Commercial Development.
2. Paragraph 14. "SIGNAGE," Section A of the Restated Master Development Agreement, is hereby amended to read as follows:
 - A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue. A multi-tenant monument sign at 4075 Ridgewood Avenue may have a maximum sign area not to exceed 84 square feet.
3. This First Amendment to the Restated Master Development Agreement shall be effective as of the date it is executed by all parties.
4. This First Amendment to the Restated Master Development Agreement shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.
5. The Restated Master Development Agreement, as previously enacted, shall remain in full force and effect except with respect to those matters specifically amended by this First Amendment to the Restated Master Development Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

By: _____
Donald O. Burnette, Mayor

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2024, by Donald O. Burnette, Mayor and by Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expire

WITNESSES:

COMMONS 4075 LLC, a Florida limited liability company

Print Name: _____

By: _____
Brendan Galbreath, Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____ 2024, by Brendan Galbreath, Manager of **Commons 4075, LLC**, who is [] personally known to me or [] who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

EXHIBIT A
LEGAL DESCRIPTION – 4075 RIDGEWOOD AVENUE

PARCEL 1 PART OF LOTS 1, 2, AND 3, BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A REFERENCE POINT, BEING THE INTERSECTION OF THE SOUTHERLY LINE OF BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE (U.S. HIGHWAY #1), A 100 FOOT STREET AS PRESENTLY ESTABLISHED, RUN THENCE NORTH 26 DEGREES 27 MINUTES 47 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 35.10 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE NORTH 21 DEGREES 01 MINUTES 08 SECONDS WEST, A DISTANCE OF 38.68 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 26 SECONDS AND A CHORD BEARING OF NORTH 24 DEGREES 14 MINUTES 04 SECONDS WEST, AN ARC LENGTH OF 1.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LINE OF THE PORT ORANGE BRIDGE APPROACH, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 81 DEGREES 29 MINUTES 04 SECONDS AND A CHORD BEARING OF NORTH 16 DEGREES 52 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 179.92 FEET TO A POINT; THENCE NORTH 57 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 123.70 FEET; THENCE SOUTH 19 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 70.94 FEET; THENCE NORTH 77 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 36.78 FEET; THENCE SOUTH 24 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 136.60 FEET TO THE SOUTHERLY LINE OF BLOCK 'A'; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 98.66 FEET; THENCE NORTH 23 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 75.0 FEET; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST, AND PARALLEL TO THE SOUTHERLY LINE OF BLOCK "A", 165.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2

PART OF LOT 1, BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BLOCK 'A', WILSON'S SUBDIVISION OF PORT ORANGE WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE (U.S. HIGHWAY #1), A 100 FOOT STREET AS PRESENTLY ESTABLISHED, RUN THENCE NORTH 26 DEGREES 27 MINUTES 47 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 35.10 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE NORTH 21 DEGREES 01 MINUTES 08 SECONDS WEST A DISTANCE OF 38.68 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 126.51 FEET, A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 26 SECONDS AND A CHORD BEARING OF NORTH 24 DEGREES 14 MINUTES 04 SECONDS WEST, AN ARC LENGTH OF 1.08 FEET TO A POINT; THENCE NORTH 65 DEGREES 15 MINUTES 18 SECONDS EAST, AND PARALLEL TO THE SOUTHERLY LINE: OF BLOCK 'A', A DISTANCE OF 165.40 FEET; THENCE SOUTH 23 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE SOUTHERLY LINE OF BLOCK 'A'; THENCE SOUTH 65 DEGREES 15 MINUTES 18 SECONDS WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 164.73 FEET TO THE POINT OF BEGINNING.



STAFF REPORT

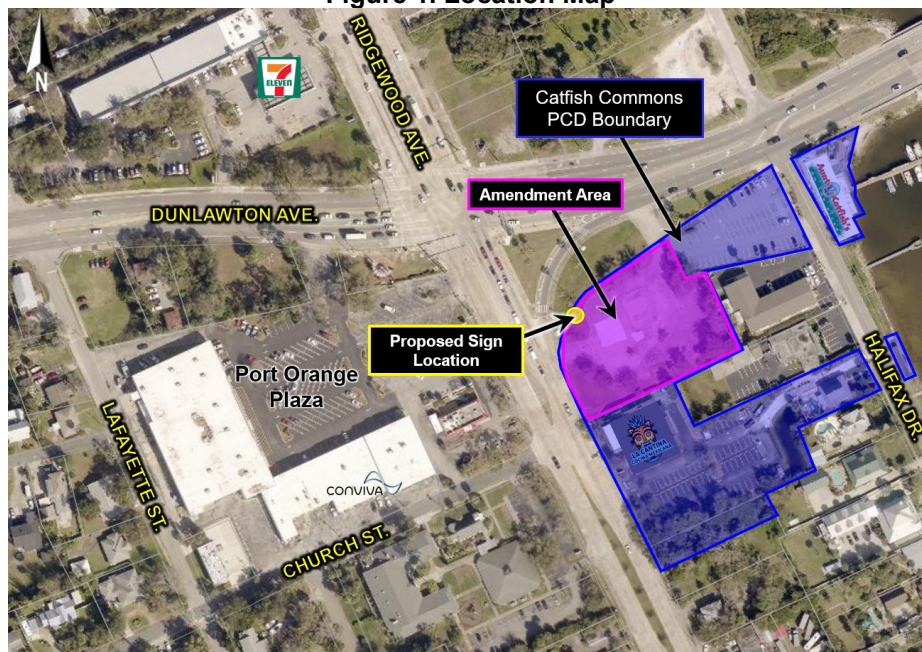
1st Amendment to the Restated Master Development Agreement
for the Catfish Commons Planned Commercial Development
Case No. PRZA-24-0004

REQUEST:	To approve the 1st Amendment to the Restated Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to allow a multi-tenant freestanding sign with an 84-square-foot sign area to identify the Catfish Commons development and tenants within the PCD.
LOCATION:	4075 Ridgewood Avenue
APPLICANT:	Brendan Galbreath
PROPERTY OWNER:	Commons 4075, LLC
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 23, 2024)
CITY COUNCIL:	June 18, 2024

INTRODUCTION

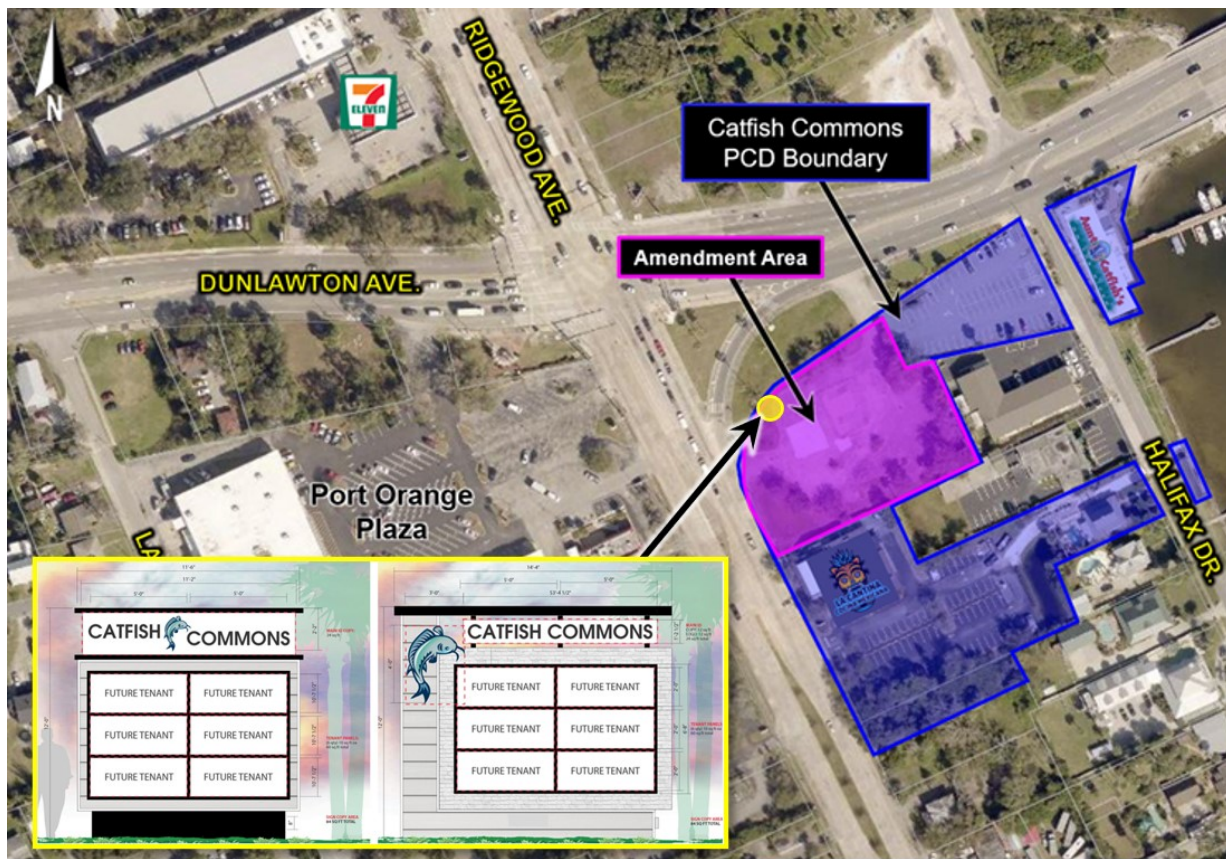
The proposed amendment to the Restated Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to allow a multi-tenant freestanding sign with an 84-square-foot sign area at the southeast corner of Ridgewood Avenue and Dunlawton Avenue to identify the Catfish Commons development and the tenants within the development.

Figure 1. Location Map



The Catfish Commons PCD is located within the Port Orange Town Center Community Redevelopment District. The PCD was initially approved in 2012 to provide the framework for a multi-use commercial project and an outdoor entertainment and staging area for special events. The PCD was amended in 2019 to allow a mobile retail unit, a residential unit above the entry feature at 4106 Halifax Drive, and to waive all fees associated with future amendments to the MDA or CDP for the PCD property. The PCD was amended again in 2022 to add an adjacent property into the PCD and add a framework for the development of a multi-tenant commercial building with a drive-thru, a three-story mixed-use building, a 12-slip marina, and expanded the application fee waiver to include building permits and site inspection fees.

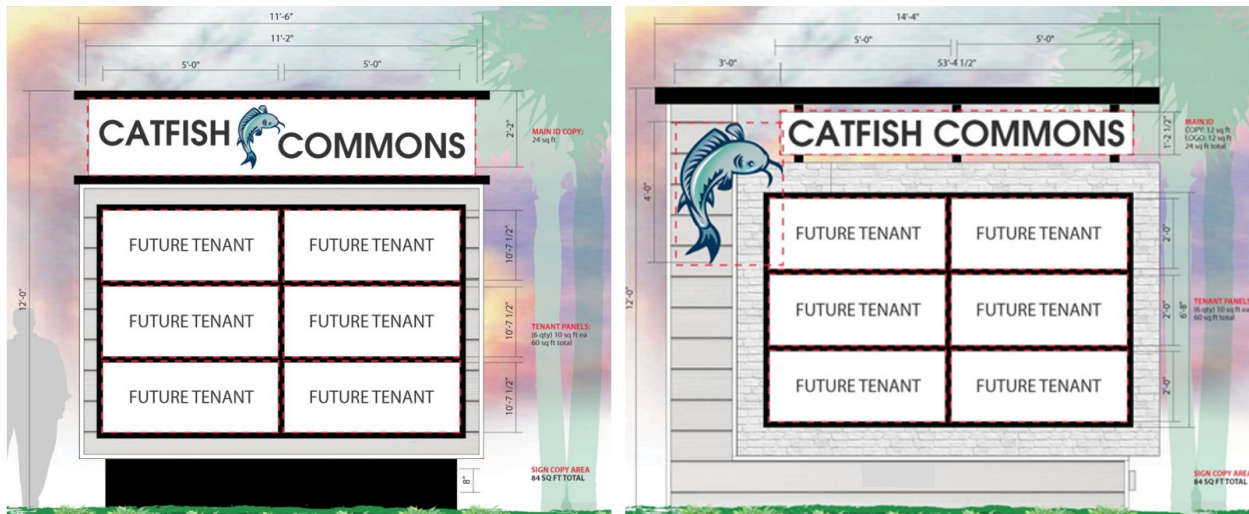
Signage for the Catfish Commons PCD is currently required to comply with the Land Development Code (LDC) requirements unless specified in the approved Catfish Commons MDA. According to the applicant, the requested amendment to the MDA is to allow additional sign area for a multi-tenant freestanding sign that will be located (4075 Ridgewood Avenue) at the intersection of Ridgewood Avenue and Dunlawton Avenue. The applicant states that the multi-tenant freestanding sign at this location will be designed to serve as the prominent entry feature that identifies the overall Catfish Commons PCD development and tenants within the PCD. The applicant also states that the large FDOT right-of-way in front of parcel dictates the need for a larger sign so it can effectively promote the businesses and the overall development.



According to the LDC and Catfish Commons MDA, a multi-tenant freestanding sign with 56 square feet of sign area can be installed on the subject property, oriented toward the

intersection of Ridgewood Avenue and Dunlawton Avenue, to identify the Catfish Commons development and tenants. The applicant is requesting a maximum sign area of 84 square feet to provide a sign that identifies the Catfish Commons development along with up to six tenants. According to the applicant, there are currently at least 6 tenants within the Catfish Commons development and the additional sign area requested would allow for the development to be identified at a predominant intersection along with the identification of current and future tenants within the development.

Figure 2. Two Sign Options Proposed by the Applicant with a Sign Area of 84 Square-Feet



If the amendment to the MDA is approved, the number of multi-tenant freestanding signs allowed on the subject property or within the PCD would not increase; the amendment would only allow an additional 28 square feet of sign area to the current permitted 56 square foot multi-tenant freestanding sign requirements. According to the applicant, the sign area for tenant panels would not significantly increase above what is currently allowed as most of the requested additional sign area would be used to identify the Catfish Commons development. The proposed multi-tenant freestanding sign at the southeast corner of Ridgewood Avenue and Dunlawton Avenue would be required to meet the multi-tenant freestanding sign requirements (height, number of panels, landscaping, setbacks, and architectural design) as provided in the LDC.

Figure 3. Comparison of the Permitted Sign and the Proposed Sign

	Permitted Multi-Tenant Freestanding Sign	Proposed Multi-Tenant Freestanding Sign	Changes to Multi-Tenant Freestanding Sign with MDA Amendment
Maximum Sign Area	56 square-feet	84 square-feet	(+) 28 square-feet
Maximum Height	12-foot	12-foot	N/A
Minimum Tenant Panel Size	10 square-feet	10 square-feet	N/A
Maximum Number of Tenant or Complex Identification Panels	5	8	(+) 3

According to the applicant, the requested sign is more than just the identifier for the four (4) tenants of the multi-tenant retail building at 4075 Ridgewood Avenue, it is viewed as the gateway identifier for the overall Catfish Commons development that currently includes five (5) properties, with additional properties anticipated to be added over the next several years.

CONSISTENCY WITH COMPREHENSIVE PLAN

In 2012, the original MDA and in 2022, the Restated MDA were found to be consistent with the Comprehensive Plan. The proposed 1st Amendment to the Restated MDA does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan.

The proposed amendment is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and supports the infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools).

PUBLIC NOTICE

A Public Notice sign was posted on the site on Wednesday, May 8, 2024. As of May 16, 2024, staff has not received any phone calls regarding the proposed PCD Amendment.

RECOMMENDATION

Staff recommends approval of the 1st Amendment to the Restated Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD), subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT.

Exhibit 1: 1st Amendment to the Restated Master Development Agreement for the Catfish Common Planned Commercial Development (See Ordinance Exhibit)



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-xx – First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial (Case No. PRZA-24-0004)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to approve the Restated Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to allow a multi-tenant freestanding sign with an 84-square-foot sign area to identify the Catfish Commons development and the tenants within the development. The amendment would only allow an additional 28 square feet of sign area to the current permitted 56 square foot multi-tenant freestanding sign requirements.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners requesting to allow for more signage on their property.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (G25) First Reading - Ordinance No. 2024-12 - Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-12, amending the Comprehensive Plan Future Land Use Map for ± 0.7 acres from Office/Residential Transition to Rural Residential (0-2 units/acre) and authorizing staff to send the amendment to the required review agencies.

SUMMARY: The property owner requests to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77 -acre property at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential* (0-2 units/acre). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). The proposed MDA amendment removes the current list of commercial uses allowed on the subject property, establishes a single-family home as an allowed use, and provides setbacks for a single-family home and accessory structures.

If the FLU Amendment and MDA amendment are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence. The subject property is located on the south side of Taylor Road, east of the B-19 canal, and the area of the proposed FLU Amendment is shown in pink on the location map.

The applicant is requesting the *Rural Residential* FLU designation to build one residence, which is not permitted with the current *FLU* designation for this portion of the subject property. The FLU designation on the remaining ± 1.07 acres of the subject property will remain as *Conservation*.

The amendment results in no change or a net decrease in residential units, non-residential square footage, and impacts on public infrastructure. All public facilities have adequate capacity to accommodate the proposed amendment.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-12 with exhibit	Ordinance No. 2024-12 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Business Impact Estimate Form - CPAM-24-0002	Business Impact Estimate Form - CPAM-24-0002.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 5/23/2024
Approved - 5/25/2024
Approved - 6/7/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±0.7 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
TO RURAL RESIDENTIAL (0-2 UNITS/ACRE); PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare;

prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance No. 2024-04, and this ordinance.

Section 2. The Future Land Use Map, Map 1.4, within Appendix 1- Map Series, of the Comprehensive Plan is hereby amended for $\pm$ 0.7 acres from Office/Residential Transition to Rural Residential (0-2 units/acre) as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or

application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

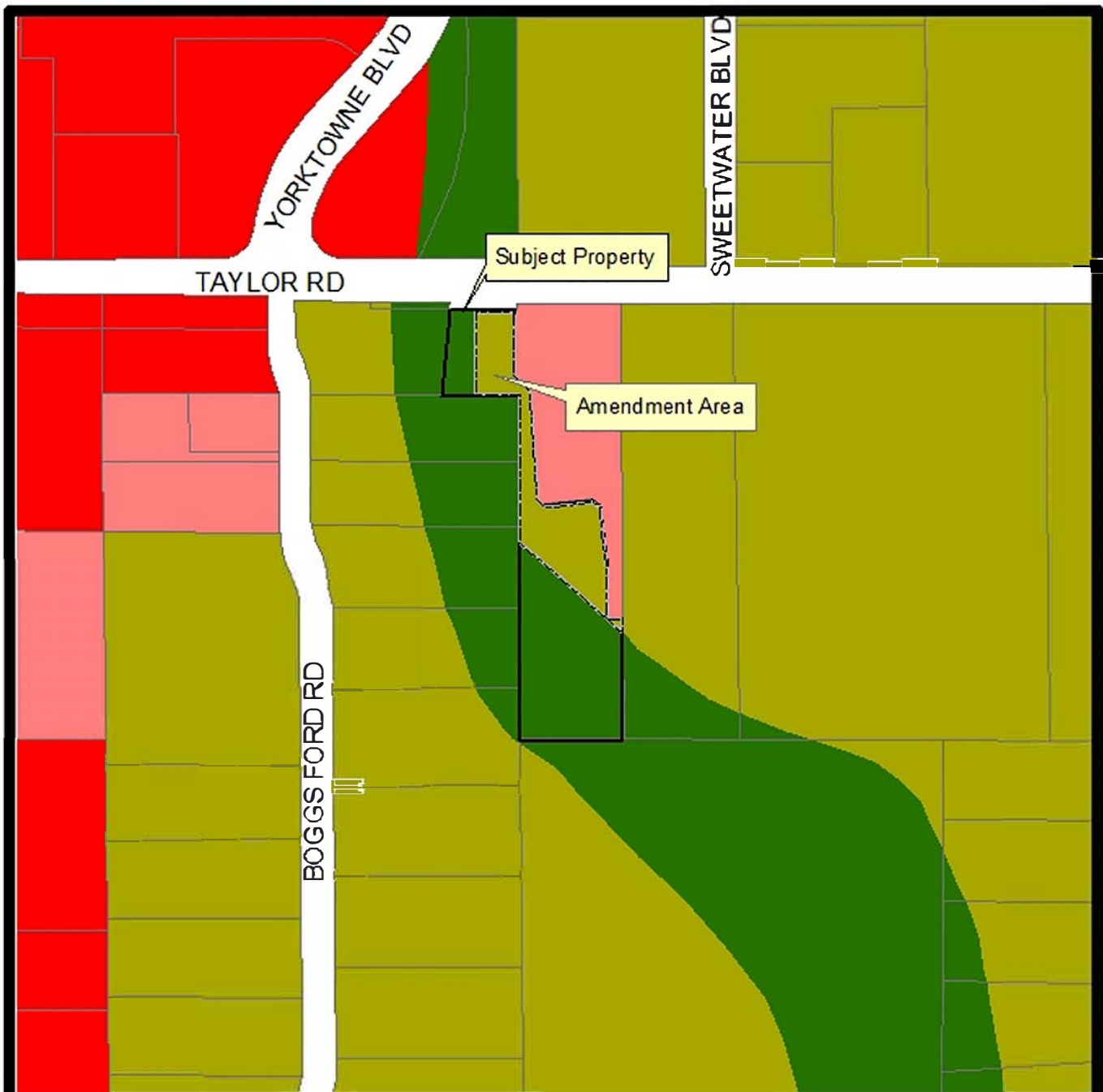
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"



Future Land Use Designations

- | | |
|--|---|
|  Commercial |  Office/Residential Transition |
|  Conservation |  Rural Transition |



Exhibit A- Proposed Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Small-Scale Future Land Use Map Amendment
890 Taylor Road
CPAM-24-0002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ± 0.70 acres of a ± 1.77 -acre property from <i>Office/Residential Transition</i> to <i>Rural Residential (0-2 units/acre)</i> .
LOCATION:	890 Taylor Road
APPLICANT/ PROPERTY OWNER:	Harry T. Parsons
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 23, 2024)
CITY COUNCIL:	June 18, 2024

INTRODUCTION

The applicant requests to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77 -acre property at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential (0-2 units/acre)*. The subject property is located on the south side of Taylor Road, east of the B-19 canal, and the area of the proposed FLU Amendment is shown in purple on the location map (Figure 1). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). If the FLU Amendment and amendment to the Altamira Shopping Village MDA are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence.

Figure 1. Location Map



PROPOSED AMENDMENT

Concurrent with the FLU amendment, the applicant is requesting to amend the Altamira Shopping Village MDA (Case No. PRZA-24-0003) to **remove** the current list of commercial uses allowed on the subject property, establish a single-family home as an allowed use, and provide setbacks for a single-family home and accessory structures. The request to change the FLU designation is to allow one (1) single-family home on the subject property.

The applicant is requesting the *Rural Residential* designation for the ± 0.7 acres of the subject property to support the redevelopment of the abandoned single-family home into his permanent residence, which is not permitted in the *Office/Residential Transition* FLU designation that currently covers the ± 0.7 acres of the subject property. As for FLU designation on the remaining ± 1.07 acres of the subject property will remain as *Conservation*.

PROPERTY OVERVIEW

The following section will examine the proposed amendment and its impacts. Table 1 identifies the surrounding existing land uses, Future Land Use designations, and Zoning classifications.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Drainage and open space	<i>Commercial and Conservation</i>	Altamira PCD
South	Agriculture and single-family	<i>Conservation and Rural Transition</i>	Agriculture, Flood-plain Conservation, Rural Residential
East	Drainage and open space	<i>Office/Residential Transition and Conservation</i>	Altamira PCD
West	Single-family homes	<i>Conservation and Rural Transition</i>	Agriculture, Flood-plain Conservation, Rural Residential

Exhibits 1 and 2 show the current adopted and proposed FLU designations for the subject property and adjacent properties, and Exhibit 3 shows the current zoning districts for the subject property and adjacent properties.

The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and compare the current and proposed Future Land Use designations to determine the maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Office/Residential Transition</i>	0.7	0	-0.7
<i>Rural Residential (0-2 units/acre)</i>	0	0.7	+0.7
Total Acreage	0.7	0.7	0

The maximum residential density allowed in the *Office/Residential Transition* designation is ten dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within an Office/Residential Transition development is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Office/Institutional - 75% - 100%
- Commercial (not including office) - 0% - 25%
- Residential - 0% - 25%

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Rural Residential (0-2 units/acre)</i>	-	One (1) residential unit	One (1) residential unit
<i>Office/Residential Transition Scenario #1: 25% Residential (10 units/acre)/75% office (1.5 FAR)</i>	1 Residential Unit 34,303 sq. ft. office	-	0 residential units (-) 34,303 sq. ft. office
<i>Office/Residential Transition Scenario #2: 25% Commercial (1.5 FAR)/75% office (1.5 FAR)</i>	11,434 sq. ft. commercial 34,303 sq. ft. office		(+) 1 unit (-) 11,434 sq. ft. commercial (-) 34,303 sq. ft. office
TOTAL	<u>Scenario #1:</u> 1 Residential Unit 34,303 sq. ft. office	One (1) residential unit	<u>Scenario #1:</u> 0 units (-) 34,303 sq. ft. office
	<u>Scenario #2:</u> 11,434 sq. ft. commercial 34,303 sq. ft. office		<u>Scenario #2:</u> (+) 1 unit (-) 11,434 sq. ft. commercial (-) 34,303 sq. ft. office

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based on the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Maximum)

Development Variable	Current Land Use <i>Office/Residential Transition</i>		Proposed Land Use <i>Rural Residential (0-2 units/acre)</i>	Net Change	
	Scenario 1 (25% Residential - 10 units/acre & 75% Office)	Scenario 2 (25% Commercial & 75% Office)		Scenario 1 (25% Residential & 75% Office)	Scenario 2 (25% Commercial & 75% Office)
Residential Units	1 unit	0 units	1 unit	0 units	+1 unit
Non-residential Buildable Sq. Ft.	34,304 sq. ft.	Commercial: 11,435 sq. ft. Office: 34,304 sq. ft.	0	- 34,304 sq. ft.	- 45,738 sq. ft.
Population ¹	2	0	2	0	+2
PM Peak Hour Trips ²	147	176	1	-146	-175
Daily Trips ²	1,249	1,878	10	-1,239	-1,868
Sanitary Sewer (gallons/ day) ³	3,590	4,574	160	-3,430	-4,414
Potable Water (gallons/ day) ⁴	3,610	4,574	180	-3,430	-4,394
Solid Waste (lbs./day) ⁵	350.45	457.38	7.42	-343.04	-449.96
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0.02	0	0.02	0	+0.02

Notes:

1. Population: 2.31 persons per household (per 2017-2021 Census American Community Survey)
2. Transportation: Single-family (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq. ft. – 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 11th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Based on the theoretical maximum analysis, the amendment results in no change or net decrease in residential units, non-residential square footage, and impacts on public infrastructure. All public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment to the Altamira Shopping Village MDA limits the number of residential units that could be developed on the subject property to one (1) dwelling unit, equal to the theoretical maximum allowance under the current FLU designation, except no non-residential development would now be allowed.

TRANSPORTATION

As indicated in the Impact Analysis (Table 4), there is a decrease in the number of daily trips and P.M. peak hour trips from the current *Office/Residential Transition* FLU to the proposed *Rural Residential* FLU designation based on the theoretical maximum analysis. Based on the ITE Trip Generation Manual, 11th Edition, the proposed FLU designation could generate a theoretical maximum of 1.02 P.M. peak hour trips and 9.52 daily trips. This is a net decrease of 146 to 175 PM Trips and 1,239 to 1,868 Daily Trips between the current and proposed FLU designations. According to the latest Volume to Capacity Ratio in the 2023 Concurrency Management Report, there is capacity on the adjacent roadways to accommodate the proposed FLU amendment.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 160 gallons per day (gpd) of wastewater. This net decrease is between 3,430 and 4,414 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed land use would theoretically demand 180 gallons of potable water per day. This is a net decrease of between 3,430 and 4,394 gpd in demand between the current and proposed FLU designations.

SOLID WASTE COLLECTION

The landfill has available capacity to address the City's solid waste disposal needs. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 7.42 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net decrease of between 343 and 450 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact on the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require no net loss of stormwater retention function due to development. In other words, a given parcel must have the same ability to store and discharge water after development as before development occurs. Any future redevelopment of the property

will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

Existing park facilities have the capacity to accommodate the proposed FLU amendment. The proposed FLU designation would not require parkland. According to the City's 2023 Concurrency Management Report, the city has more than 67 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property are exempt from School Concurrency review because the proposed FLU amendment only allows for one (1) residential unit.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, stormwater, and solid waste.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by the scale of development, intensity, density, type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1—page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can coexist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property meets the locational criteria for the *Rural Transition* FLU designation, which is to be located near Spruce Creek and its tributaries and situated between agricultural lands and areas of higher density/intensity.

Any future development on the subject property must comply with all LDC or the Altamira Shopping Village MDA requirements, including those pertaining to open space, tree preservation, and dimensional requirements such as building setbacks.

3. *An amendment shall not result in negative economic, social, or other impacts on the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment, and therefore, there are no negative impacts.

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

Staff finding: The subject property is **not** in the Hurricane Vulnerability Zone.

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

Staff finding: The proposed amendment will **not** encourage sprawl. The proposed amendment does support the redevelopment of infill properties that have access to existing infrastructure, such as water, sewer, and roads.

PUBLIC NOTICE

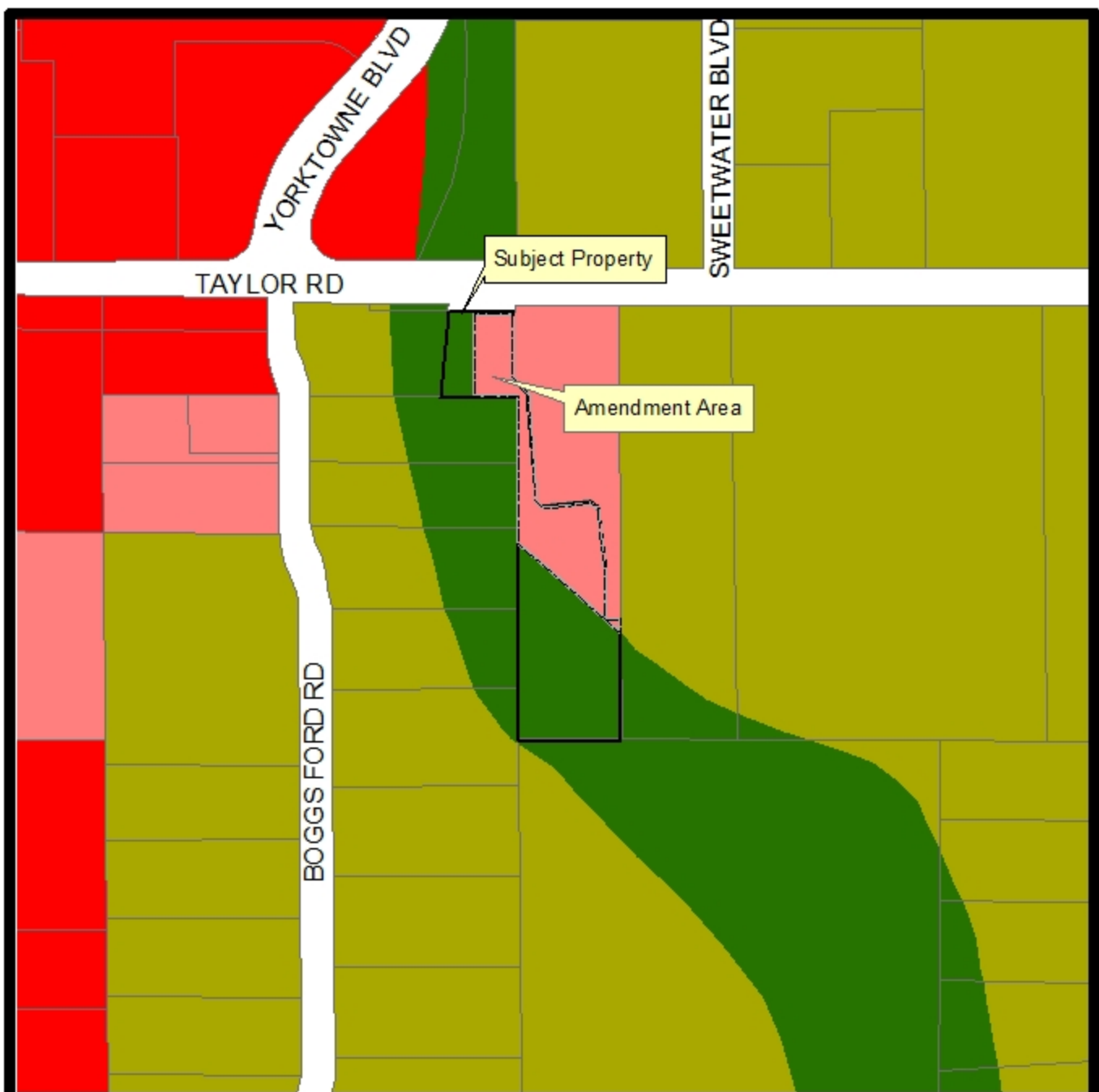
A Public Notice sign was posted on the site on May 8, 2024. As of May 17, 2024, staff has not received any phone calls regarding the proposed PUD Amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately ± 0.7 acres of a ± 1.77 -acre property located at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential (0-2 units/acre)* and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

Exhibit 1 – Current Future Land Use
Exhibit 2 – Proposed Future Land Use
Exhibit 3 – Current Zoning



Future Land Use Designations

- | | |
|--|---|
|  Commercial |  Office/Residential Transition |
|  Conservation |  Rural Transition |

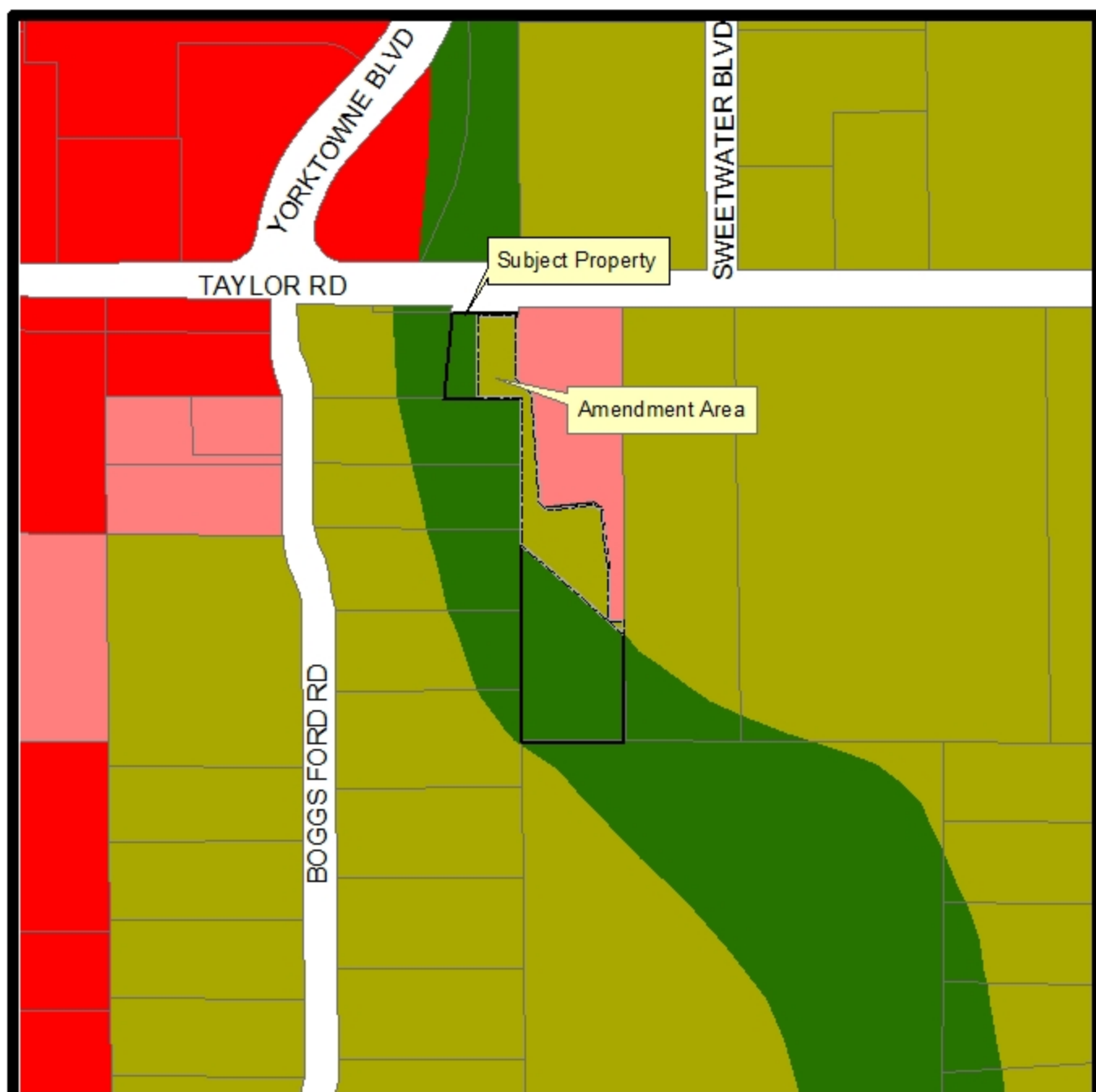


Exhibit 1 - Current Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Future Land Use Designations

- | | |
|--|--|
| Commercial | Office/Residential Transition |
| Conservation | Rural Transition |

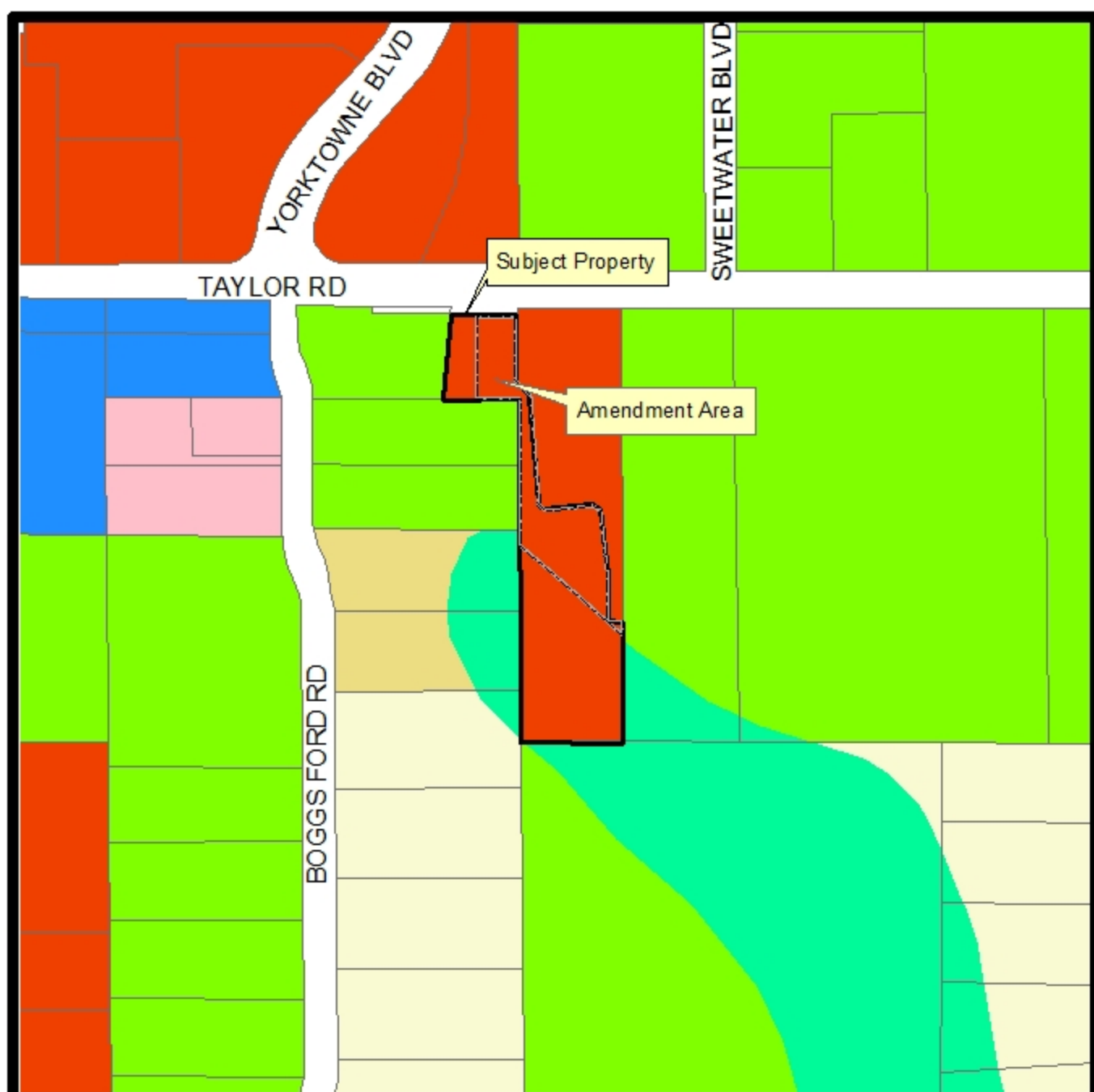


Exhibit 2 - Proposed Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Zoning Categories

■ Agriculture	■ Professional Office
■ Flood Plain-Conservation	■ R-20SF Single Family Residential
■ Government/Public Use	■ Rural Residential
■ Planned Commercial Development	



Exhibit 3 - Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-xx – Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77-acre property at 890 Taylor Road from Office/Residential Transition to Rural Residential (0-2 units/acre). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). If the FLU Amendment and amendment to the Altamira Shopping Village MDA are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners requesting to change the FLU designation of their property.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (G26) First Reading - Ordinance 2024-13 - Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-13.

SUMMARY: Planning Commission Action (05/23/24): Recommended Approval (6-0)

The proposed amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) **removes** the list of commercial uses allowed on the subject property, establishes one (1) single-family home as an allowed use, and provides building setbacks for single-family home and accessory structures. If approved, the property owner of Lot 9 is proposing to redevelop the existing abandoned single-family home in the front portion of Lot 9 into his permanent residence. The subject property is on the south side of Taylor Road, east of the B-19 canal at 890 Taylor Road (Lot 9 - Altamira Shopping Village Plat).

The Altamira Shopping Village PCD was approved in January 2012 to develop a commercial shopping center. The initial development of the main commercial site was completed in 2015. When the developer for the Altamira project prepared the MDA in 2011, the rear portion of Lot 9 was set aside as the required tree preservation for the Altamira PCD and covered with a recorded conservation easement. The front portion of Lot 9 was intended to be developed with a use allowed in the Professional Office (PO) zoning district, such as medical office, professional office, health/exercise clubs, etc.... The proposed amendment removes the commercial uses allowed on Lot 9 and ***does not affect*** the portion of Lot 9 set aside as the required tree preservation for the Altamira PCD.

The proposed MDA amendment requires the approval of a Future Land Use (FLU) Amendment to change the designation for +/-0.7 acres of the +/- 1.77-acre subject property from Office/Residential Transition to Rural Residential. A FLU Amendment (Case No. CPAM-24-002) is being processed concurrently with this MDA Amendment to change the FLU designation for +/-0.7 acres from *Office/Residential Transition* to *Rural Residential*. The proposed single-family dwelling use on Lot 9 is compatible with the Rural Residential FLU designation and surrounding non-commercial properties.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-13 w exhibit	Ordinance No. 2024-13 w exhibit.pdf
2.	Second Amendment to the Altamira PCD	Second Amendment to the Altamira PCD.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Business Impact Estimate Form - PRZA-24-0003	Business Impact Estimate Form - PRZA-24-0003.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 5/24/2024
Approved - 5/25/2024
Approved - 6/6/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE
PLANNED COMMERCIAL DEVELOPMENT; PROVIDING
FOR THE REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Second Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT "1"

SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT

This SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT ("Second Amendment") is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Harry T. Parsons (the "Owner") whose address is 890 Taylor Road, Port Orange, FL 32127 who hereby agree and covenant as follows:

WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for Altamira Shopping Village Planned Commercial Development", recorded in Official Records Book 6668, Page 3900, Public Records of Volusia County, Florida (the "Original MDA"); and

WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into the "First Amendment to the First Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development" (the "First Amendment"), recorded in Official Records Books 7035, Page 3962, Public Records of Volusia County, Florida; and

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"** ("Property"), attached hereto and incorporated by this reference and shown as "Lot 9" in the Conceptual Development Plan for the Original MDA, which is the only property impacted by this Second Amendment.

WHEREAS, the City and Owner, desire to further amend the Master Development Agreement for Altamira Shopping Planned Commercial Development by this Second Amendment to revise Exhibit C – Permitted and Accessory Uses to only permit a single-family dwelling as a permitted use on Lot 9 and revise Exhibit D to establish Building Setback Requirements for Lot 9.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, the Parties agree and covenant as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Exhibit C – Permitted and Accessory Uses**, of the Master Development Agreement for Altamira Shopping Planned Commercial Development as applied to Lot 9 is hereby amended to only permit a single-family dwelling as a permitted use on Lot (9) as set forth in the **Revised Exhibit C**, attached hereto and made apart hereof by reference.
3. **Exhibit D (Dimensional Criteria)** of the Master Development Agreement for Altamira Shopping Planned Commercial Development as applied to Lot 9 is hereby amended to establish building setback requirements as set forth in the **Revised Exhibit D**, attached hereto and made apart hereof by reference.

4. The Master Development Agreement for Altamira Shopping Planned Commercial Development, as previously amended, shall remain in full force and effect except with respect to those matters specifically amended by this Second Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development.

IN WITNESS WHEREOF, the Parties have executed this *Second Amendment to the Master Development Agreement for Altamira Shopping Planned Commercial Development* by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Donald O. Burnette, Mayor, and ROBIN L. FENWICK, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Owner:

By: _____
(Harry T. Parsons)

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Harry T. Parsons. He or she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

Exhibit A

Legal Description

Lot 9, Altamira Shopping Village Partial Replat, according to the plat thereof, as recorded in Plat Book 64,
Pages 156 through 166, of the Public Records of Volusia County, Florida.

REVISED EXHIBIT C
PERMITTED AND ACCESSORY USE

Uses	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Tract A	Tract B
ICD Uses*	X	X	X	X	X	X	X	X				
PO Uses*									X	X		
Single-Family Residential									X**			
Public/Governmental										X***		
Stormwater											X	X

*Temporary uses such as fairs, carnivals, farmers markets, charitable events, outdoor automobile and boat sales and advertisements, sidewalk sales, and car shows shall be permitted in accordance with the standards of the LDC for a "Special Event Permit," which shall be subject to approval by the City Council or the Administrative Official.

*Banks, Restaurants, and other uses as allowed in the ICD and PO Districts shall be permitted drive-thrus.

** Lot 9 can be used for residential purposes with a maximum of one (1) single-family dwelling allowed on Lot 9 ~~The existing single family dwelling on Lot 9 is a non-conforming structure and will be subject to the provisions regarding non-conforming structures outlined in Chapter 3, Article II, Section 8 of the LDC.~~

***Public/Governmental Use shall be a permitted use for Lot 10 only so long as, and only to the extent that, Lot 10 is owned by the City or other governmental agency.

REVISED Exhibit D
(Dimensional Criteria)

Unless otherwise noted, criteria below shall apply to only Lot 9:

1. Building Setback requirements for a new dwelling or expansion of the current dwelling shall comply with the following setbacks:

<u>Minimum Building Setbacks</u>	
<u>Front</u>	<u>25 feet</u>
<u>Side</u>	<u>Equal to the current setback of existing structure</u>
<u>Rear</u>	<u>Equal to the current setback of existing structure</u>

2. Building Setback and Dimensional Requirements for accessory structures on Lot 9 shall comply with the City's Land Development Code.

*[NO CHANGES TO **EXHIBIT D** EXCEPT AS SET FORTH HEREINABOVE AS APPLIED TO LOT 9 ONLY]*

SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT
FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT

This SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT ("Second Amendment") is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Harry T. Parsons (the "Owner") whose address is 890 Taylor Road, Port Orange, FL 32127 who hereby agree and covenant as follows:

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WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into the "First Amendment to the First Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development" (the "First Amendment"), recorded in Official Records Books 7035, Page 3962, Public Records of Volusia County, Florida; and

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"** ("Property"), attached hereto and incorporated by this reference and shown as "Lot 9" in the Conceptual Development Plan for the Original MDA, which is the only property impacted by this Second Amendment.

WHEREAS, the City and Owner, desire to further amend the Master Development Agreement for Altamira Shopping Planned Commercial Development by this Second Amendment to revise Exhibit C – Permitted and Accessory Uses to only permit a single-family dwelling as a permitted use on Lot 9 and revise Exhibit D to establish Building Setback Requirements for Lot 9.

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IN WITNESS WHEREOF, the Parties have executed this *Second Amendment to the Master Development Agreement for Altamira Shopping Planned Commercial Development* by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Owner:

By: _____
(Harry T. Parsons)

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Harry T. Parsons. He or she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

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PERMITTED AND ACCESSORY USE

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ICD Uses*	X	X	X	X	X	X	X	X				
PO Uses*									X	X		
Single-Family Residential									X**			
Public/Governmental										X***		
Stormwater											X	X

*Temporary uses such as fairs, carnivals, farmers markets, charitable events, outdoor automobile and boat sales and advertisements, sidewalk sales, and car shows shall be permitted in accordance with the standards of the LDC for a "Special Event Permit," which shall be subject to approval by the City Council or the Administrative Official.

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** Lot 9 can be used for residential purposes with a maximum of one (1) single-family dwelling allowed on Lot 9 ~~The existing single family dwelling on Lot 9 is a non-conforming structure and will be subject to the provisions regarding non-conforming structures outlined in Chapter 3, Article II, Section 8 of the LDC.~~

***Public/Governmental Use shall be a permitted use for Lot 10 only so long as, and only to the extent that, Lot 10 is owned by the City or other governmental agency.

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2. Building Setback and Dimensional Requirements for accessory structures on Lot 9 shall comply with the City's Land Development Code.

*[NO CHANGES TO **EXHIBIT D** EXCEPT AS SET FORTH HEREINABOVE AS APPLIED TO LOT 9 ONLY]*



STAFF REPORT

2nd Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA)
CASE NO. PRZA-24-0003

REQUEST: To approve the 2nd Amendment to the Master Development Agreement (MDA) for the Altamira Shopping Village Planned Commercial Development (PCD)

LOCATION: 890 Taylor Road

APPLICANT /PROPERTY OWNER: Harry T. Parsons

STAFF CONTACT: Tim Burman, Community Development Director

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: Recommended Approval 6-0 (May 23, 2024)

CITY COUNCIL: June 18, 2024

INTRODUCTION

The proposed amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) is to allow the abandoned structure at 890 Taylor Road (Lot 9) to be redeveloped as a single-family residence. The subject property is on the south side of Taylor Road, east of the B-19 canal.

Figure 1. Location Map



REQUESTED CHANGE TO THE MASTER DEVELOPMENT AGREEMENT

The Altamira Shopping Village PCD was approved in January 2012 to develop a commercial shopping center. The initial development of the main commercial site was completed in 2015. When the developer for the Altamira project prepared the MDA in 2011, the rear portion of 890 Taylor Road (Lot 9) was set aside as the required tree preservation for the Altamira PCD and is currently covered with a conservation easement, but there were no specific plans for the front portion of the 890 Taylor Road property (Lot 9). The current property owner of Lot 9 is proposing to redevelop the existing abandoned single-family home, located in the front portion of Lot 9, into his permanent residence. The proposed amendment **does not affect** the portion of Lot 9 set aside as the required tree preservation for the Altamira PCD.

1. **Add Single-Family Dwelling as a Permitted Use for Lot 9:**

According to the Altamira Shopping Village MDA, Lot 9 can only be redeveloped with uses allowed in the Professional Office (PO) zoning district, such as medical office, professional office, health/exercise clubs, etc.... The proposed amendment adds Single-Family Dwelling as an allowed use on Lot 9 and **removes** all of the commercial uses allowed in the PO zoning district from the list of allowed uses on Lot 9.

The proposed MDA amendment will also require the approval of a Future Land Use Amendment to change the designation for +/-0.7 acres of the +/- 1.77-acre subject property from *Office/Residential Transition* to *Rural Residential*. The proposed single-family dwelling use on Lot 9 is compatible with the surrounding non-commercial properties.

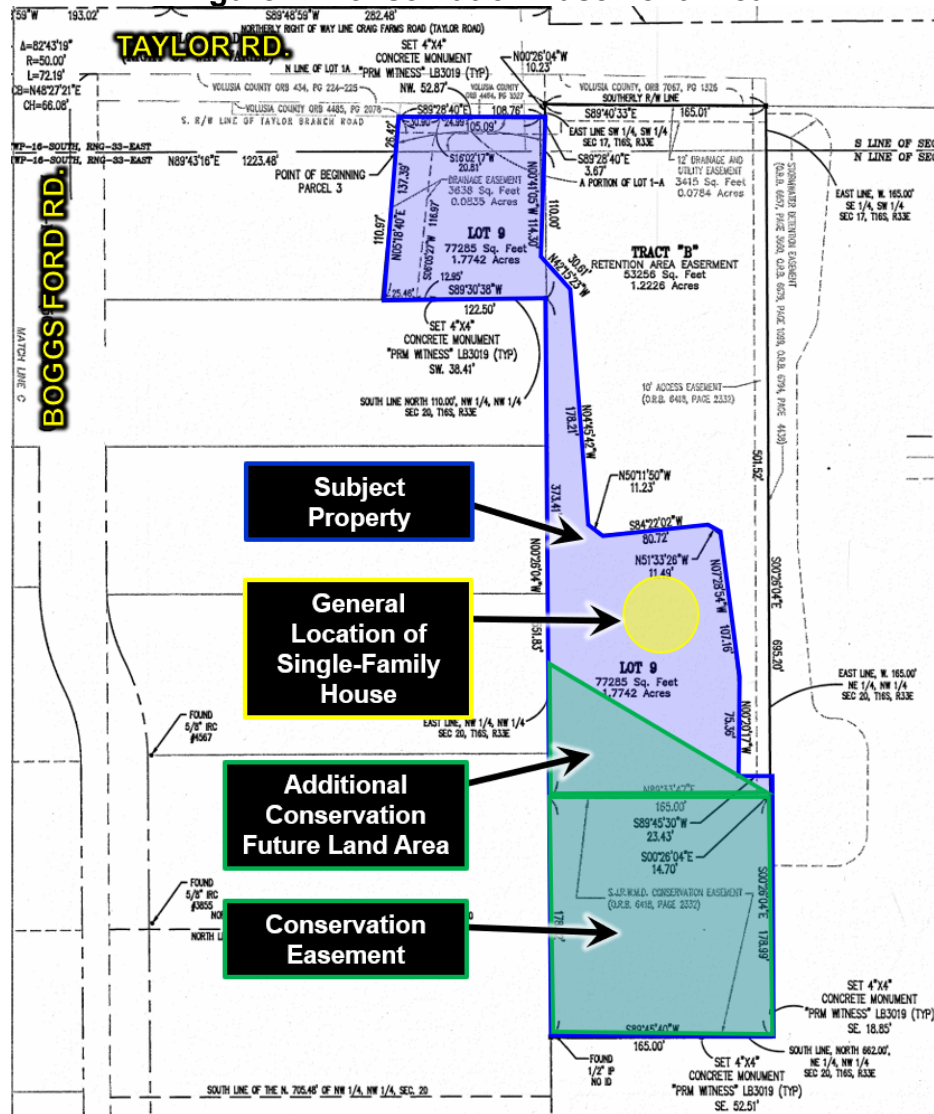
2. **Establish Building Setbacks for Lot 9:**

The current Altamira MDA provides setbacks for the lots within the PCD; however, the setbacks for Lot 9 were not identified. The proposed amendment establishes the building setbacks for either expanding the existing structure or rebuilding a single-family home on Lot 9. The proposed building setbacks for either a new dwelling or expansion of the current structure shall comply with the following setbacks. As for any accessory structure (pool, screen room, patio, etc....) proposed on Lot 9, the accessory structure shall comply with the City's Land Development Code requirements.

Building Setbacks for Lot 9	
Front	25 feet
Side	Equal to the current setback of the existing home
Rear	Equal to the current setback of the existing home

The rear portion of the subject property has a recorded conservation easement for tree preservation for the overall Altamira PCD and is covered by the *Conservation* Future Land Use designation, which prohibits structures from being constructed in these areas (Figure 2).

Figure 2. Conservation Easement Area



CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Future Land Use (FLU) Amendment (Case No. CPAM-24-002) is being processed concurrently with the PCD Amendment application to change the FLU designation of a portion of 890 Taylor Road from *Office/Residential Transition* to *Rural Residential* to allow for the use of the property as single-family while maintaining the *Conservation* FLU designation over the rear conservation easement area. The proposed MDA Amendment is consistent with the proposed FLU amendment and generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 8, 2024. As of May 16, 2024, staff has not received any phone calls regarding the proposed PCD Amendment.

RECOMMENDATION

Staff recommends that the 2nd Amendment to the Altamira Shopping Village Master Development Agreement be approved, subject to the approval of Future Land Use Amendment Case No. CPAM-24-002.

ATTACHMENT

Exhibit 1- 2nd Amendment to the Master Development Agreement for the Altamira Shopping Village Planned Commercial Development. (See Ordinance Exhibit)



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-xx – Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) to allow the abandoned structure at 890 Taylor Road (Lot 9) to be redeveloped as a single-family residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners requesting to change the zoning of their property.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/18/2024

SUBJECT: (G27) First Reading - Ordinance No. 2024-01 - Chapter 74 - Utilities - Article V. Stormwater

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-01.

SUMMARY: Raftelis Financial Consultants, Inc. (Raftelis) was contracted to provide utility rate and other fee reviews, including the annual stormwater drainage utility fee. This scope also included preparing the 2023 Stormwater Utility Rate Study (the "Rate Study") and reviewing the City's existing stormwater utility ordinance. As part of their review, Raftelis identified the need to clarify how credits against the amount of the Stormwater Drainage Utility Fee are issued for non-residential properties with certain types of onsite stormwater retention facilities.

The proposed ordinance amends the Code of Ordinances Chapter 74, Article V – Stormwater Utility, to implement recommendations made by Raftelis as well as City staff for modernizing the utility and improving annual administration of the utility and the annual Stormwater Drainage Utility Fee imposed by the City to fund stormwater-related services and capital improvements. The amendments include adding the defined term "equivalent dwelling unit," eliminating the requirement to designate by resolution the percentage of the fee intended for capital improvements, and simplifying the provisions by which non-residential developed properties may receive credits against the amount of the Stormwater Drainage Utility Fee as a result of onsite stormwater retention facilities. These changes adhere to all other applicable state statutes and best practices of stormwater utilities among municipal governments.

Summary of Proposed Amendments:

1. Section 74-156 Definitions. Includes a new defined term, "equivalent dwelling (EDU)" to serve as the baseline unit for approximating the relative stormwater runoff created by different property uses. One EDU equals 3,050 square feet of impervious surface area. Each residential property is attributed one EDU per dwelling unit. For non-residential properties, the total square footage of impervious surface area is divided by 3,050 to determine the number of EDUs assigned. The number of EDUs assigned to each property is then multiplied by the annual rate to determine each property's annual stormwater drainage utility fee. The term "equivalent dwelling unit" is the unit of

measurement referenced in the Rate Study, is commonly used in stormwater programs nationwide and is generally considered the industry standard term versus the term "single-family unit (SFU)" currently used in the Code of Ordinances.

2. Section 74-159 Impervious surface calculations. This section is updated to reference the term "equivalent dwelling unit (EDU)" instead of "single-family unit (SFU)" and clarify provisions related to the assignment of EDUs to each property

3. Section 74-161 Utility fee established. This section is amended to (i) eliminate the requirement to designate by resolution the percentage of the stormwater drainage utility fee intended for capital improvements, and (ii) simplify and streamline the provisions by which non-residential developed properties may receive credits against the amount of the Stormwater Drainage Utility Fee as a result of onsite stormwater retention facilities. The Code of Ordinances currently contemplates that the stormwater fee will include a "capital facilities charge" component to fund capital improvements, and that the percentage of the charge will be established by resolution of the city council. The modern trend for stormwater rate design is to avoid specifying a percentage of the overall fee for capital purposes, and state law does not require a specified percentage. Eliminating this requirement does not reduce the amount of the fee or result in less annual revenue. It is only intended to increase city flexibility with respect to expenditure of the stormwater utility fee proceeds as it may be in a given year that capital needs are more or less than the percentage specified by a prior resolution. The city council can continue to specify the portion or percentage of the fee intended for capital improvements in the annual resolutions approving the non-ad valorem assessment roll if it so desires, but this will no longer be a requirement. The amendments clarify city intent that the stormwater fee will continue to fund both services and capital improvements and confirm that the fee may be used for the payment of debt obligations incurred to finance capital improvements.

The amendments also streamline the provisions for how stormwater drainage utility fee credits are calculated for non-single-family residential properties by adopting a more concise methodology that will be based on a percentage of the total stormwater drainage utility fee, which will be more consistent with industry standards. The credits are designed to be proportionate to the value of the improvement. Although the credit has been available since the late 1990s, it has only been used approximately five times. Despite their limited use, the proposed changes are expected to alleviate administrative burdens associated with the fee for both city staff and eligible property owners.

In summary, all the proposed amendments are intended to provide for more efficient management of the stormwater utility, while maintaining universal methodologies and compliance with Federal and State requirements.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Ordinance No. 2024-01	Ordinance No. 2024-01.pdf
2.	Business Impact Estimate	BIE - Ord. No. 2024-01 Stormwater Utility (1).pdf

John McKinney	Created/Initiated - 8/15/2023
John McKinney	Approved - 8/17/2023
Matthew Jones	Approved - 6/10/2024
Wayne Clark	Approved - 6/11/2024
Tracee Cody	Final Approval - 6/11/2024

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, ARTICLE V, STORMWATER UTILITY; AMENDING SECTION 74-156 TO ADD A DEFINITION FOR "EQUIVALENT DWELLING UNIT" AND DELETE UNUSED TERMS; AMENDING SECTION 74-159 TO DESCRIBE THE ASSIGNMENT OF EQUIVALENT DWELLING UNITS TO DEVELOPED RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES; AMENDING SECTION 74-161 TO ELIMINATE THE REQUIREMENT TO DESIGNATE BY RESOLUTION THE PERCENTAGE OF THE STORMWATER DRAINAGE UTILITY FEE INTENDED FOR CAPITAL IMPROVEMENTS, STREAMLINE THE PROVISIONS BY WHICH NON-RESIDENTIAL DEVELOPED PROPERTIES MAY RECEIVE CREDITS AGAINST THE AMOUNT OF THE STORMWATER DRAINAGE UTILITY FEE AS A RESULT OF ONSITE STORMWATER RETENTION FACILITIES, AND DESCRIBE THE AUTHORIZED USES OF STORMWATER FEE PROCEEDS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVNERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange established the Stormwater Utility and in 2005 pursuant to Ordinance No. 2005-24 dated June 28, 2005 collected the Non-Ad Valorem Assessment by utilizing the uniform method of stormwater utility fee collection as authorized in Section 197.3632, Florida Statutes, and as agreed upon with the Volusia County Property Appraiser and Tax Collector; and

WHEREAS, the City previously engaged Raftelis Financial Consultants, Inc. (Raftelis) to provide utility rate and other fee reviews, including the annual stormwater drainage utility fee; and

WHEREAS, this scope of services provided by Rafelis also included preparing the 2023 Stormwater Utility Rate Study (the "Rate Study") and reviewing

the City's existing stormwater utility ordinance currently codified in Chapter 74, Article V of the City Code of Ordinances; and

WHEREAS, as part of their review, Raftelis identified the need to clarify how credits against the amount of the stormwater fee are issued for non-residential properties with certain types of onsite stormwater retention facilities; and

WHEREAS, based on additional recommendations made by Raftelis and City staff for modernizing the utility and improving annual administration of the utility and the annual stormwater fee imposed by the City to fund stormwater-related services and capital improvements, City Council has determined to amend Chapter 74, Article V of the City Code to (i) add the defined term "equivalent dwelling unit" and delete other defined terms which are not used therein, (ii) eliminate the requirement to designate by resolution the percentage of the fee intended for capital improvements, (iii) simplify the provisions by which non-residential developed properties may receive credits against the amount of the stormwater fee as a result of onsite stormwater retention facilities, and (iv) describe the authorized uses of the stormwater fee; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Port Orange to amend the Stormwater Utility as set forth herein.

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

SECTION 1: The City Council of the City of Port Orange, Florida hereby amends Section 74-156 of the Code of Ordinances to read as follows, with new text indicated by underline and deleted text indicated by strikethrough:

Sec. 74-156. Definitions.

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

Beneficiaries of drainage service means all developed real properties within the city which benefit by the provision of maintenance, operation and improvement of the stormwater control system. Such benefits may include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater, the reduction of hazard to property and life resulting from stormwater runoff, improvement in general health and welfare through reduction of undesirable stormwater conditions and improvements to the water quality in the storm and surface water system and its receiving waters.

Commercial unit means any building or facility used other than as a dwelling unit or for industrial purposes and which has not been converted to equivalent dwelling units.

Contributors of drainage waters shall include all developed real properties within the city.

Developed means any property altered in appearance by removal of vegetation, grading of the ground surface and construction of a structure or impervious surface.

Director means the director of the stormwater drainage utility, appointed or designated by the city manager.

Dwelling unit means a single-family unit providing complete, independent living facilities for one or multiple more persons including permanent provisions for living, sleeping, eating, cooking and sanitation. By way of example and not limitation, the term "dwelling unit located within a parcel and occupied for " shall include single family houses, residential purposes as defined in Section 74-156. condominium, townhome or apartment units, and mobile homes.

Equivalent dwelling unit (EDU) means the unit of measurement applied against each developed parcel to determine the relative demand for stormwater services created by development of such parcel and the amount of such parcel's stormwater fee. One EDU equals 3,050 square feet of impervious surfaces.

Fee means the stormwater drainage utility fee enacted herein and set by resolution.

~~Hydrologic response means the manner and means by which stormwater collects upon real property and is conveyed from real property, and which is a function dependent upon a number of interacting factors, including, but not limited to, topography, vegetation, surficial geologic conditions, antecedent soil moisture conditions and groundwater conditions. The principal measures of the hydrologic system may be stated in terms of total runoff volume, as a percentage of total precipitation which runs off, or in terms of the peak rate of flow generated in the event of a storm of given duration and intensity, or statistical interval of return (frequency).~~

Impervious surfaces means those hard-surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions prior to development, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, areas and other surfaces which similarly impact the natural infiltration or runoff patterns which existed prior to development, including impacts to normal water in ponds and lakes. The following ~~surfaces are considered~~ examples of impervious surfaces:

- Apartment detached;
- Barn;
- Block enclosed pool;
- Block wall;
- Cabana;
- Canopy;
- Carport finished;
- Carport residential;
- Carport unfinished;
- Community swimming pool adult;
- Community swimming pool children;
- Cooler walk-in;
- Crypts, mausoleum;
- Enclosed porch fin masonry;
- Enclosed porch fin wood;
- Finished pool enclosure;
- Finished enclosed porch;
- Garage masonry finished;
- Garage wood finished;

Garage wood unfinished;
Garage, masonry unfinished;
Gazebo;
Glass wall enclosure;
Grand stand concrete;
Greenhouse;
In ground shelter;
Loading platform covered;
Loading platform uncovered;
Open porch finished;
Open porch unfinished;
Patio/concrete slab;
Paving asphalt (grade est. by size);
Paving concrete (grade est. by size);
Pole barn;
Pool enclosure, wood/block;
Pump island;
Racquetball court;
Reinforced concrete silo;
Rest room facility;
Screen enclosure residential;
Screen enclosure structure;
Screen porch finished;
Screen porch residential;
Screen porch unfinished;
Stable, racing;
Storage building;
Storage building masonry;
Storage building wood;
Tennis court;
Tennis court light;
Unfinished enclosed porch;
Unfinished residential utility;

Vinyl enclosed porch;

Warehouse prefab.

~~Multiple dwelling unit means a building or facility consisting of more than one dwelling unit, each such unit consisting of one or more rooms with bathroom and kitchen facilities designed for residential occupancy by one family, where the units are not sold or deeded as single-family units.~~

~~Open drainageway means a natural or manmade open cut which has the specific function of transmitting natural stream water or storm runoff water from a point of higher elevation to a point of lower elevation, such as swales, ditches, canals, streams and creeks.~~

~~Peak flow means the highest momentary rate of water flow, measured or estimated in cubic feet of water per second. It is differentiated from total flow volume by the introduction of a unit of time measure during which the maximum rate of flow is measured, calculated or estimated.~~

~~Runoff control means any means approved by the city engineer by which the peak rate of stormwater runoff from developed land surfaces is reduced and the erosion created by stormwater is reduced.~~

~~Single-family unit (SFU) means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family such as townhouses, condominiums, zero lot-line and any other unit for residential purposes, etc., where the units are sold and deeded as single-family units.~~

~~Total flow means the accumulative volume of water discharged from a property, basin or watershed. The total flow is quantified in measures such as acre feet or cubic feet of water.~~

Non-residential property means real property classified by the county property appraiser for non-residential uses and/or developed with buildings or other structures for non-residential uses such as commercial, warehouse, industrial, restaurant, office, retail or other non-residential uses.

Residential property means real property classified by the county property appraiser for residential use and/or developed with one or more dwelling units.

Utility means the stormwater drainage utility created hereby.

SECTION 2: The City Council of the City of Port Orange, Florida hereby amends Section 74-159 of the Code of Ordinances as follows, with new text indicated by underline and deleted text indicated by strikethrough::

Sec. 74-159. Impervious surface calculation.

- (a) All parcels of developed residential property, ~~except in the City shall be assigned one EDU per dwelling units, in the city shall have their square~~

~~footage impervious area calculated in order to establish their single-family unit equivalency present on the parcel.~~

- (b) ~~The city council has determined that~~To calculate the number of EDUs assigned to parcels comprised of developed non-residential property not used for single-family dwellings is furnished service in proportion to the , the total amount of the property's impervious surface and that for each on the parcel, measured in square feet, shall be divided by 3,050 square feet of.
- (c) A minimum of one EDU shall be assigned to all developed parcels in the City.
- (d) ~~Parcels which are undeveloped or which contain no impervious surface the property is furnished service equivalent to that furnished a single-family unit. The minimum service charge shall be that established for a single-family unit. surfaces shall not be subject to the stormwater fee.~~

SECTION 3: The City Council of the City of Port Orange, Florida hereby amends Section 74-161 of the Code of Ordinances as follows, with new text indicated by underline and deleted text indicated by strikethrough:

Sec. 74-161. Utility fee established.

- (a) Subject to the provisions of this article, there is hereby imposed on each and every developed lot or parcel of land within the city and the owners thereof a stormwater drainage utility fee. This fee is deemed reasonable and is necessary to pay for the operation, maintenance, administration and capital improvements of the existing city stormwater drainage facilities and the operation, maintenance, administration and capital improvements of such future stormwater drainage facilities as may be established within the city and to pay for the design, right-of-way acquisition and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined to be the responsibility of developed properties. All of the proceeds of this fee are deemed to be in payment for use of the city stormwater drainage system. The fee shall be established by resolution of the city council.
- (b) ~~The service charges are based on the square footage of impervious area, such that for each 3,050 square feet of area or increments thereof the property shall be charged an additional single-family unit charge. (c) In addition to the stormwater drainage utility fee established in subsection (a) of this section, there is hereby shall be imposed on each and every developed lot or parcel of land within the city and the owners thereof a capital facilities charge as a portion of the stormwater drainage utility fee. The capital facilities charge shall be based upon the volume of water draining from such developed lot or parcel of land into the stormwater drainage management facilities of the city. The capital facilities charge is deemed reasonable and is~~

~~necessary to pay for capital improvements of the existing city stormwater drainage facilities and capital improvements of such future stormwater drainage facilities as may be established within the city. The capital facilities charge shall be established by resolution of the city council.~~

~~(d) The full amount of the capital facilities charge of the stormwater drainage utility fee shall be charged on against all developed residential property and non-residential property.~~

~~(c) The amount of the capital facilities charge of the stormwater drainage utility fee for developed nonresidential property shall be subject to a mitigation credit based on the presence of onsite stormwater retention facilities, determined in accordance with paragraphs (1), (2), (3), (4) or (5) below as follows:~~

~~(1) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount less than 25 percent, the property shall be charged an amount equal to 100 earn a 10 percent of the capital facilities charge of credit to the stormwater drainage utility fee.~~

~~(2) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 25 percent but less than 5075 percent, the property shall be charged an amount equal to earn a 25 percent credit to 75 percent of the capital facilities charge of the stormwater drainage utility fee.~~

~~(3) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 50 percent but less than 75 percent, the property shall be charged an amount equal to 50 percent of the capital facilities charge of the stormwater drainage utility fee.~~

~~(4) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 75 percent but less than up to 100 percent, the property shall be charged an amount equal to 25 earn a 40 percent of the capital facilities charge of credit to the stormwater drainage utility fee.~~

~~(5) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to 100 percent, the property shall not be charged any amount of the capital facilities charge of the stormwater drainage utility fee.~~

~~(e) In order to reduce the total number of stormwater drainage retention basins utilized for stormwater management, to pay a portion of the cost thereof, and to provide for the orderly growth within commercial and industrial districts,~~

~~the city establishes the following stormwater drainage utility fee credit against the capital facilities charge of the stormwater drainage utility fee.~~

~~(1) Prior to designing and constructing a regional stormwater drainage retention basin within a commercial or industrial district or to serve a commercial or industrial district, the city may enter into an agreement with one or more owners of property within such commercial or industrial district which requires such owner or owners to pay all or part of the construction costs of said regional stormwater drainage retention basin. Each developed lot or parcel of land within such commercial or industrial district (a "surcharged lot") shall be eligible for a stormwater drainage utility fee credit in an amount not to exceed \$2.00 per month or \$24.00 per year per ERU against the capital facilities portion of the stormwater drainage utility fee. The amount and term of the credit for each commercial or industrial district served by such regional stormwater drainage retention basin shall be established by resolution of the city council.~~

~~(2) The amount of the credit described in this subsection shall be determined under paragraphs a. or b. below.~~

~~a. If the property owner pays to the city a lump sum payment of the lot's pro-rata share of the cost of the regional stormwater drainage retention basin, then the property shall be eligible for a credit equal to the full amount of the capital facilities charge of the stormwater drainage utility fee. The pro-rata share shall be based upon one-half of the proportion of ERUs of the lot to the permitted design capacity of the required regional stormwater drainage retention basin.~~

~~b. If the property owner pays to the city a portion of the lump sum payment described in paragraph a. above, then the property shall be eligible for a credit equal to the difference between the full amount of the capital facilities charge of the stormwater drainage utility fee and the amount necessary to amortize the balance of the lump sum payment amount over a period of ten years or as otherwise provided in the agreement between the city and the property owner (at an assumed interest rate equal to the city's then-current average cost of funds), provided that such credit shall in no event exceed the capital facilities charge of the stormwater drainage utility fee.~~

~~(f) The city may retain a maximum of two percent of the funds collected from stormwater drainage utility fees on an annual basis to offset the city's reasonable administrative costs associated with the collection and administration of said fund. The amount of the city's reasonable administrative costs in connection with the collection and administration of these funds shall be documented as part of the city's annual budget process. Any funds retained by the city to offset the city's reasonable administrative~~

~~costs in connection with the collection and administration of said funds shall be placed in a separate city account which account shall be used solely for administrative expenses incurred by the city in the collection and administration of funds collected from stormwater drainage utility fees.~~

~~(1) Properties which voluntarily upgrade stormwater drainage management facilities to comply with current Land Development Code standards in effect on the date of construction of such facilities shall be eligible for a stormwater drainage utility fee credit in an amount not to exceed the full amount of the capital facilities charge of the stormwater drainage utility fee.~~

~~(2) The amount of the monthly credit described in this subsection shall be determined under paragraphs a., b., c., d. or e. below.~~

~~a. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount less than 25 percent, the property shall not be eligible for any credit in any amount of the capital facilities charge of the stormwater drainage utility fee.~~

~~b. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 25 percent but less than 50 percent, the property shall be eligible for a credit in the amount of 25 percent of the capital facilities charge of the stormwater drainage utility fee.~~

~~c. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 50 percent but less than 75 percent, the property shall be eligible for a credit in the amount of 50 percent of the capital facilities charge of the stormwater drainage utility fee.~~

~~d. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 75 percent but less than 100 percent, the property shall be eligible for a credit in the amount of 75 percent of the capital facilities charge of the stormwater drainage utility fee.~~

~~e. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to 100 percent, the property shall be eligible for a credit equal to the full amount of the capital facilities charge of the stormwater drainage utility fee.~~

~~(3) Such credit shall apply for a period until the aggregate amount of the credit shall equal the cost incurred to upgrade such stormwater drainage management facilities (but not to exceed ten years).~~

(gd) Procedures for obtaining credits.

- (1) The property owner shall submit a formal written request to the director if he desires a credit for his property. The application shall set forth the facts and circumstances necessary to determine eligibility for a credit and the amount of any credit. The director shall advise the applicant in writing as to any additional information required. Based upon the information provided by the utility and the property owner, the director shall make a final determination of the availability of any credits. The director shall notify the property owner, in writing, of his decision. If dissatisfied, a property owner may request, in writing, a review by the city manager of the director's decision. Such request must cite specific error by the director and the calculation which the property owner believes to be incorrect. The city manager shall review the record presented and render a written decision as soon as practical. He may request additional information from either party. If still dissatisfied, a property owner may appeal the city manager's decision to the city council in the same manner as preceding. The decision of the city council shall be final.
- (2) After a particular property receives a stormwater drainage utility fee credit, annually thereafter the city shall inspect the stormwater drainage facilities serving the site in order to determine whether those facilities are maintained and functioning properly. If the city inspection determines that they are maintained and functioning properly, the stormwater drainage utility fee credit shall be continued. However, if the city inspection determines that they are improperly maintained and not functioning properly, the city shall notify the property owner or owners to correct the deficiency within 60 days. If the deficiency is corrected to the satisfaction of the city within the 60-day period, the stormwater drainage utility fee credit shall continue in effect until the next annual inspection. However, if the deficiency is not corrected to the satisfaction of the city within 60 days, the city may cancel the stormwater drainage utility fee credit until the necessary corrections are made.
- ~~(h) In adopting any stormwater drainage utility fee, the city will separately identify the amount of such fee which shall be eligible for the credits established in subsections (e) and (f) of this section, which portion is designated the capital facilities charge. No credit shall exceed the applicable capital facilities charge of the stormwater drainage utility fee.~~
- ~~(i) No property shall be eligible for more than one credit established in either subsection (e) or (f) of this section.~~
- ~~(j) The credits established in subsections (e) and (f) of (3)~~ The credits established in this section shall apply only to applications approved by the city beginning the first month after adoption of this ordinance and before October 31, 1999, unless extended by action of the city council. The city council may revise, modify, rescind or repeal the credits established in subsection (e) or (f) of this section, provided that such

action shall not impair or affect the rights provided in a written agreement between the city and a property owner.

(e) The stormwater fee established hereunder may be collected as a non-ad valorem assessment on the annual property tax bill, pursuant to Section 74-164 hereof and section 403.0893, Florida Statutes, in which case the city shall comply with the requirements and procedure set forth in section 197.3632, Florida Statutes, including the provision of notices where applicable and the adoption of a resolution approving the non-ad valorem assessment roll for the forthcoming fiscal year(s). Such resolution may provide that the stormwater fee imposed against certain parcels may be collected by direct billing or any other method authorized by law. The amount of the stormwater fee may include annual expenses and costs incurred by the city in facilitating annual collection and administration of the stormwater fee, and any fees, expenses or costs associated with the tax bill collection method set forth in section 197.3632, Florida Statutes, including but not limited to fees of the tax collector and property appraiser and amounts necessary to offset the discount for the early payment of ad valorem taxes and no-ad valorem assessments.

(f) Use of the Stormwater Fee Proceeds. Proceeds of the Stormwater Fee may only be expended for purposes related to the City's provision of stormwater services and the stormwater utility system. Such purposes may include, but are not limited to, the following:

- (1) Costs to acquire real and personal property and interests therein, necessary to construct, operate, and maintain stormwater control facilities;
- (2) All costs of administration and implementation of the City's stormwater management program, including the establishment of reasonable operating and capital reserves to meet unanticipated or emergency stormwater management requirements;
- (3) Engineering, design, architectural and other professional services;
- (4) Costs of personnel, labor, services, materials, equipment and supplies;
- (5) Construction costs for new facilities, and enlargement, extension or improvement of existing facilities;
- (6) Planning and permitting expenses;
- (7) Operation and maintenance expenses;
- (8) Monitoring, surveillance, and inspection of stormwater control devices;
- (9) Debt service on any bonds or other debt obligations incurred to finance or refinance capital improvements, including any related financing expenses or closing costs;
- (10) Inspection and enforcement activities;

- (11) Billing, collection and administrative costs, including costs or expenses associated with collection of the stormwater fees as non-ad valorem assessments pursuant to section 197.3632, Florida Statutes; and
- (12) Other activities reasonably required to carry out the City's stormwater management responsibilities.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

[Remainder of Page left blank]

SECTION 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2024.

Passed and adopted on second and final reading on the _____ day of
_____, 2024.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ord. No. 2024-01 - Amending Ch. 74 Utilities - Article V. Stormwater

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance amends the Code of Ordinances Chapter 74, Article V – Stormwater Utility, relating to additional definitions, removal of the capital facilities charge and simplification of providing credits to non-residential developed properties. These changes do not affect the council's authority over the stormwater utility and adhere to all other applicable state statutes and best practices of stormwater utilities among municipal governments.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

None.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

Existing Fee already imposed

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Impacts all business within the City Limits of Port Orange.

4. Additional information the governing body deems useful² (if any):

All the proposed amendments are intended to provide for more efficient management of the stormwater utility, while maintaining universal methodologies and compliance with Federal and State requirements.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.