



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 3, 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 Mike Swingle from First Baptist Church of Harbor Oaks
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Public Utilities Departmental Improvements - Steve Parnell

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. August 21, 2024 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 16 with Kimley-Horn & Associates, Inc. for services relating to the Port Orange Vulnerability Assessment
 - b. Approval of Task Authorization No. 2 under the Standard Contract for Services CA8193 (ITB23-07) with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation for Biro St, Old Sugar Mill Road, and Briarwood Area.
 - c. Approval of Task Authorization No. 17 with Kimley-Horn & Associates for the Oceans Lift Station Construction Phase Services
 - d. Approval of Task Authorization No. 10 with Mead & Hunt for a Collection System Action Plan and Power Outage Contingency Plan

- e. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

- 9. Resolution No. 24-29 - Ratifying the Results of the 2024 City Council General Election
- 10. Resolution No. 24-30 - Revision to Parks and Recreation Fees
- 11. Approval of Partial Release of Utility Easement on Lot 1, Block H, of Allendale (5000 Westridge Avenue)
- 12. Interlocal Agreement with Volusia County - Collection of Volusia County Thoroughfare Road Impact Fees

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

E. COUNCIL COMMENTS

- 13. Comments/Concerns from Council Members

F. SPECIAL REPORTS

- 14. Report from KemperSports on the Cypress Head Golf

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 15. Golf Advisory Board Report

H. REGULAR AGENDA

- 16. First Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

I. ADDITIONAL ITEMS

- 17. City Attorney
- 18. City Manager

J. COUNCIL COMMITTEE REPORTS

- 19. City Council Committee Reports
 - a. River to Sea TPO - Councilman Grubbs
 - b. Police Pension Board - Councilman Drew Bastian
 - c. Fire Pension Board - Councilman Jonathan Foley

K. ADJOURNMENT

Regular City Council Meeting

9/3/2024

Page 3 of 3

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 21, 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 Tracy Grubbs Councilman Drew Bastian Councilman Jonathan Foley Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Manager Robin Fenwick

CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

Council recessed to hold the Joint Special Meeting with the Town Center CRA, minutes of which are under separate cover.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

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

6. Approval of Minutes

- a. August 2, 2024 - Special City Council Meeting
- b. August 6, 2024 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. Approval to Award ITB #24-11 to Danus Utilities, Inc. for Christianity Lift Station (LS11) Rehabilitation

b. Approval of Task Authorization No. 15 with Kimley-Horn & Associates, Inc. for Construction Phase Services relating to ITB #24-11 Christianity Lift Station Rehab Project

c. Approval of Task Authorization No. 5 under the Master Contract for Architectural Services (RFSQ #20-03) with Schenkel & Shutz, Inc. as it relates to the Field Operations Facility Additional Services

d. Approval to Award RFSQ #23-14 Construction Manager at Risk for Construction of Public Utilities Operations Facility to Wharton-Smith, Inc. and approve the Preconstruction Services Phase Proposal

e. Approval of Change Order No. 2 to the Standard Contract for Services as it relates to RFSQ #20-02 for the 20-inch Force Main River Crossing with Kimley-Horn & Associates, Inc. for a time extension request

f. Approval of Change Order No. 2 to the EJCDC Agreement with McMahan Construction Company for ITB #22-10 Water Reclamation Facility East Master Lift Station Upgrades

g. Ratification and approval of Volusia County Cooperative ITB #24-B-61LS for bulk fuel purchases from Sunoco LLC, Palmdale Oil Company, and Greens Energy Services, Inc.

h. Approval to Award ITB #24-09 to Rush Marine, LLC for Memorial Park Pier Renovations

8. Resolution No. 24-31 - Accepting the Edward Byrne Memorial Justice Assistance Direct Award Grant for \$10,000.00 from the Florida Department of Law Enforcement

9. Resolution No. 24-33 - Ratification of Emergency Powers Taken During Invest 97L (Hurricane Debby)

10. Amendment to Easement releasing portion of Access Drainage Retention and Maintenance Easement at 3738 Nova Road (Take 5 Oil Change)

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)

Emma Clark, Chamber of Commerce member, announced their ribbon cuttings and events coming up.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Jonathan Foley congratulated the candidates who were elected and thanked those who ran for their interest in serving. He thanked Staff for the added presence at Sugar Mill Elementary School this school year.

Councilman Tracy Grubbs spoke on the Parks Bond and pointed out the award

approved on consent tonight for the Memorial Park Pier renovations that were damaged during Hurricane Ian. He also spoke regarding allowing "open house signs" over the weekends. Mayor Burnette asked for a workshop/further discussion regarding signs.

Vice Mayor Scott Stiltner also thanked the candidates who ran for office for their willingness to serve the community. He encouraged residents to participate in Port Orange University to learn more about the city.

Mayor Don Burnette echoed the thank yous to the candidates and encouraged those who didn't get elected to serve on the City's volunteer boards. He thanked Port Orange residents for their support during his campaign.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

12. Citizen Advisory Committee for TPO

Bobby Ball was unable to attend.

ADDITIONAL ITEMS

13. City Attorney - There was nothing further from the City Attorney.

14. City Manager

Wayne Clark, City Manager, provided a brief update on the timeline for the funding of the Parks Bond and the projects to come.

COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette had nothing additional to add from Ms. Clark's report.

c. Councilman Jonathan Foley provided an update on the Fire Pension Board.

d. Councilman Drew Bastian provided an update from the recent Police Pension Board.

ADJOURNMENT - 7:00 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C8a) Approval of Task Authorization No. 16 with Kimley-Horn & Associates, Inc. for services relating to the Port Orange Vulnerability Assessment

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 16 with Kimley-Horn & Associates, Inc. for services relating to the Port Orange Vulnerability Assessment for the amount not to exceed \$164,650; and authorize Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Engineering Department is requesting approval of Task Authorization (TA) No. 16 with Kimley-Horn & Associates, Inc. under the Master Contract for Engineering and Environmental Services (CA7763) as it relates to the Port Orange Vulnerability Assessment (VA) for the amount of \$164,650; funded under the Florida Department of Environmental Protection (FDEP) Grant 24PLN74 approved under Resolution No. 24-26.

On August 6, 2024, Council approved the Vulnerability Assessment Grant from the Florida Department of Environmental Protection (FDEP) under Resolution No. 24-26. This grant will be utilized to complete a Comprehensive Vulnerability Assessment as well as develop an Adaptation Plan, which will identify potential projects to help protect against flooding. This assessment will also include public outreach and stakeholder engagement as part of the comprehensive process.

The final Vulnerability Assessment is also to include an analysis to determine the level of exposure and sensitivity of critical infrastructure and vulnerable flooding areas. The assessment will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise and identify projects that can help reduce flooding. Once the Vulnerability Assessment is completed and accepted by FDEP, the City will be eligible for up to 50% grant funding through the Resilient Florida grant program for the projects identified in the assessment.

TA No. 16 with Kimley-Horn & Associates, Inc. will provide the necessary services required by FDEP to complete the City's Vulnerability Assessment project. The completion date of TA No. 16 will be 420 days from the Notice to Proceed. This grant is a reimbursable grant. The City will receive the funds once the project has been completed.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. Task Authorization No 16 - Kimley-Horn Vulnerability Assessment	Kimley-Horn and Associates, Inc. Task Authorization No 16 - Kimley-Horn Vulnerability Assessment.pdf
2.	Port_Orange_Vulnerability_Assessment	Port_Orange_Vulnerability_Assessment.pdf
3.	Kimley-Horn and Associates, Inc. All including PL (CA7763) 4.1.2025	Kimley-Horn and Associates, Inc. All including PL (CA7763) 4.1.2025.pdf
4.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf
5.	Resolution No. 24-26 8-6-2024	Resolution No. 24-26 8-6-2024.pdf
6.	WOR VERSION OLD ENGINEER CONTRACT	WOR VERSION OLD ENGINEER CONTRACT.docx

Julia Wiggins	Created/Initiated - 8/13/2024
Richard Colby	Approved - 8/13/2024
Junos Reed	Approved - 8/15/2024
John McKinney	Approved - 8/16/2024
Matthew Jones	Approved - 8/19/2024
Wayne Clark	Approved - 8/21/2024
Tracee Cody	Final Approval - 8/21/2024

TASK AUTHORIZATION NO. 16
Master Contract for Services dated January 18,2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating Port Orange Vulnerability Assessment, 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 within 420 days of 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 **\$164,650.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____

By: _____
Jonathan Martin, Senior Vice President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 11 Pages

PROPOSAL FOR PORT ORANGE VULNERABILITY ASSESSMENT

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

Project Understanding

The scope of work presented below was prepared in order to achieve a Florida Department of Environmental Protection (FDEP) grant agreement between the City of Port Orange and FDEP. The purpose of this project is to conduct a vulnerability assessment pursuant to 380.093, F.S. for critical infrastructure and community assets in the City of Port Orange, FL. The CLIENT will be responsible for all communication, coordination, and submittal of deliverables to the FDEP.

Specific Scope of Basic Services:

Task 1: Kick Off Meeting

- A. Description:** The CONSULTANT will develop an overall project management plan, address initial actions and then conduct a kick-off meeting for the project. Project scope, goals, schedule, key milestones, and deliverables will be discussed in order to develop a consistent project approach. The kick-off meeting will be hosted by the CONSULTANT and will identify potential representatives to serve on the project steering committee. Prior to the meeting, the CONSULTANT will prepare a sign-in sheet, draft project schedule, and a project plan presentation. The City will prepare a draft list of representatives to serve on the project steering committee based on discussions with the CONSULTANT. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.
- B. Deliverables:** The CONSULTANT will provide the following: 1) a draft list of steering committee members; 2) kick-off meeting minutes, which will document all decisions and agreed upon outcomes of the meeting; and the CITY will provide 3) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

- A. Description:** The CITY will review and approve the steering committee list and then the CONSULTANT will distribute the draft email prepared in Task 1 to the steering committee members. The email request will ask selected members to provide confirmation of acceptance or denial.
- B. Deliverables:** The CONSULTANT will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Plan and Conduct Steering Committee Meetings

- A. Description:** The CONSULTANT in collaboration with the CITY will coordinate and schedule up to three (3) remote steering committee meetings. Dates and times of these meetings will be based on critical decision points in the project schedule. The purpose of the steering committee meetings will be to assist in reviewing the goals of the project, review submittal materials, provide input for study direction, assist in identifying geographic context, aid in identifying available data and resources, identify relevant assets, and review project findings and recommendations.
- B. Deliverables:** The CONSULTANT will provide the following: 1) meeting agendas to include date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation; 3) a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and 4) a summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

- A. Description:** The CITY will conduct two public outreach meetings during the project and the CONSULTANT will attend. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on data for analyzing potential sea level rise impacts and/or flooding, and critical assets important to the community. The CITY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CITY will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

- A. Description:** The CONSULTANT will review the data provided by the CLIENT and will conduct a review to determine the quality of the data for use in the analysis and if additional datasets will be required.

The CONSULTANT will also collect the following published data:

- 2018-2019 Digital Elevation Model for Volusia County
- NOAA-Atlas 14 rainfall depths for the 100-year/1-day and the 500-year/1-day events;
- NOAA sea level rise (SLR) projections for intermediate-high and intermediate-low 2040 and 2070 projections for 2017
- Tidal Datums from NOAA Tides and Currents

- Latest Federal Emergency Management Agency (FEMA) flood maps;
- Predicted storm surge for a 100-year storm surge event (based on available data from the FEMA Flood Insurance Study)
- Evacuation routes and other transportation assets from USGS The National Map, FDOT, NavTeq, etc.
- Location and details of critical infrastructures such as wastewater, drinking water, and stormwater treatment facilities, communications facilities, lift stations, etc. from Florida Division of Emergency Management (FDEM) Critical Facilities Inventory or other sources
- Location and details of community and emergency facilities

City to provide (if available):

- Latest GIS file including shapefiles of the City's boundary;
- Inventory of stormwater/water/wastewater assets – including as-builts for pump stations and treatment plants;
- City-maintained streets;
- City buildings: Shelters/Schools/Hospitals/City building – shapefile of building footprints and available finished floor information or as-built drawings;
- City-maintained parks;

B. Deliverables: The CONSULTANT will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2) 1-4, F.S.

Task 6: Exposure Analysis

A. Description: The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding. The scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. The inundation extents will be overlaid on top of critical assets.

B. Deliverables: The CONSULTANT will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

- A. Description:** The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.
- B. Deliverables:** The CONSULTANT will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis, the sensitivity analysis, and includes visual presentation of the data via maps and tables based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked by the CONSULTANT and prioritized by the CITY by location or immediate need and identify which flood scenario(s) impact each asset.

Task 8: Public Outreach Meeting #2

- A. Description:** The CITY will conduct a second public meeting in collaboration with the CONSULTANT to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses. The CONSULTANT will establish criteria to guide the public's input for the selection of focus areas including areas of flooding, and critical assets in order to prepare for the development of adaptation strategies and project development. The CITY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CITY will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes, to include defined focus areas as recommended by the community.

Task 9: Identify Focus Areas

- A. Description:** The CONSULTANT in participation with the CLIENT will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the CLIENT may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata will adhere to the Resilient Florida

Program's GIS Data Standards and raw data sources shall be defined within the associated metadata.

- B. Deliverables:** The CONSULTANT will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 10: Final Vulnerability Assessment Report, Maps, and Tables

- A. Description:** The CONSULTANT will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. The final VA will include results from the exposure and sensitivity analyses, as well as a summary of identified risks and focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.
- B. Deliverables:** The CONSULTANT will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification as provided by CLIENT.

Task 11: Public Presentation

- A. Description:** The CONSULTANT in participation with the CLIENT will present the final VA results to the City commission. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The CLIENT will prepare all social media notifications, meeting invitations. The CONSULTANT will provide meeting materials, presentation, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CONSULTANT will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s). The CLIENT will provide the following:

1) any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable; 2) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 3) a summary report including attendee input and meeting outcomes.

Task 12: Local Mitigation Strategy

- A. Description:** The results of the vulnerability Assessment shall be used to inform a Local Mitigation Strategy (LMS) in collaboration with the Local Mitigation Strategy Working Group (LMSWG) as required by the Florida Division of Emergency Management (FDEM). The LMS is developed at the County level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise.
- B. Deliverables:** The CLIENT in participation with the CONSULTANT will submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) Vulnerability Assessment Report which will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update); 2) Vulnerability Assessment Report which will be included as an appendix to the next iteration of the LMS Plan. 3) The CONSULTANT will participate in up to twelve (12) virtual meetings with the LMSWG.

Task 13: Adaptation Plan

- A. Description:** The CONSULTANT with assistance from the CLIENT will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The AP will also include a list of prioritized projects (ranked by the CONSULTANT and prioritized by the CLIENT) for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation. The adaptation strategies will be conceptual, no detailed design will be performed.
- B. Deliverables:** The CONSULTANT will provide the final Adaptation Plan.

Assumptions applying to all Tasks:

- The City is responsible for making key staff available during the delivery of this project.
- Deliverables will be issued as a draft for review by the City. The City has an estimated 14-day time frame for comments. After receiving the comments from the City, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have come on-line since the publication of the DEM will not be considered.
- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.

- The City will be responsible for advertising the public meeting, public workshops, and will coordinate all logistics associated with the meeting. Any collateral materials beyond the meeting presentation will be the responsibility of the City.



Schedule and Fee:

Kimley-Horn will perform these services for the total lump sum fee of \$164,650.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Requirements	Deliverable Schedule	Task Amount
1	Kickoff Meeting	Recommended	2 weeks from NTP	\$2,450.00
2	Assemble Steering Committee	Recommended	2 weeks from NTP	\$2,180.00
3	Plan and Conduct Steering	Recommended	12 months from NTP	\$9,000.00
4	Public Outreach Meeting #1	Recommended	2 months from NTP	\$4,700.00
5	Acquire Background Data	Compulsory	2 months from NTP	\$8,300.00
6	Exposure Analysis	Compulsory	4 months from NTP	\$21,600.00
7	Sensitivity Analysis	Compulsory	6 months from NTP	\$31,800.00
8	Public Outreach Meeting #2	Recommended	7 months from NTP	\$4,700.00
9	Identify Focus Areas	Recommended	8 months from NTP	\$11,400.00
10	Final Vulnerability Assessment	Compulsory	10 months from NTP	\$6,620.00
11	Public Presentation	Recommended	10 months from NTP	\$6,100.00
12	Local Mitigation Strategy	Optional	12 months from NTP	\$21,100.00
13	Adaptation Plan	Optional	12 months from NTP	\$34,700.00
			Total	\$164,650.00

Other Special Terms:

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



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Hao T. Chau, written in a cursive style.

BY: See Page 4 of Task authorization No. 4

BY: Hao T. Chau, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 7/18/2023

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Victor Gallo, written in a cursive style.

BY: Victor Gallo, P.E.

TITLE: Project Manager

DATE: 7/18/2023

PROPOSAL FOR PORT ORANGE VULNERABILITY ASSESSMENT

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

Project Understanding

The scope of work presented below was prepared in order to achieve a Florida Department of Environmental Protection (FDEP) grant agreement between the City of Port Orange and FDEP. The purpose of this project is to conduct a vulnerability assessment pursuant to 380.093, F.S. for critical infrastructure and community assets in the City of Port Orange, FL. The CLIENT will be responsible for all communication, coordination, and submittal of deliverables to the FDEP.

Specific Scope of Basic Services:

Task 1: Kick Off Meeting

- A. Description:** The CONSULTANT will develop an overall project management plan, address initial actions and then conduct a kick-off meeting for the project. Project scope, goals, schedule, key milestones, and deliverables will be discussed in order to develop a consistent project approach. The kick-off meeting will be hosted by the CONSULTANT and will identify potential representatives to serve on the project steering committee. Prior to the meeting, the CONSULTANT will prepare a sign-in sheet, draft project schedule, and a project plan presentation. The City will prepare a draft list of representatives to serve on the project steering committee based on discussions with the CONSULTANT. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.
- B. Deliverables:** The CONSULTANT will provide the following: 1) a draft list of steering committee members; 2) kick-off meeting minutes, which will document all decisions and agreed upon outcomes of the meeting; and the CITY will provide 3) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

- A. Description:** The CITY will review and approve the steering committee list and then the CONSULTANT will distribute the draft email prepared in Task 1 to the steering committee members. The email request will ask selected members to provide confirmation of acceptance or denial.
- B. Deliverables:** The CONSULTANT will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Plan and Conduct Steering Committee Meetings

- A. Description:** The CONSULTANT in collaboration with the CITY will coordinate and schedule up to three (3) remote steering committee meetings. Dates and times of these meetings will be based on critical decision points in the project schedule. The purpose of the steering committee meetings will be to assist in reviewing the goals of the project, review submittal materials, provide input for study direction, assist in identifying geographic context, aid in identifying available data and resources, identify relevant assets, and review project findings and recommendations.
- B. Deliverables:** The CONSULTANT will provide the following: 1) meeting agendas to include date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation; 3) a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and 4) a summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

- A. Description:** The CITY will conduct two public outreach meetings during the project and the CONSULTANT will attend. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on data for analyzing potential sea level rise impacts and/or flooding, and critical assets important to the community. The CITY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CITY will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

- A. Description:** The CONSULTANT will review the data provided by the CLIENT and will conduct a review to determine the quality of the data for use in the analysis and if additional datasets will be required.

The CONSULTANT will also collect the following published data:

- 2018-2019 Digital Elevation Model for Volusia County
- NOAA-Atlas 14 rainfall depths for the 100-year/1-day and the 500-year/1-day events;
- NOAA sea level rise (SLR) projections for intermediate-high and intermediate-low 2040 and 2070 projections for 2017
- Tidal Datums from NOAA Tides and Currents

- Latest Federal Emergency Management Agency (FEMA) flood maps;
- Predicted storm surge for a 100-year storm surge event (based on available data from the FEMA Flood Insurance Study)
- Evacuation routes and other transportation assets from USGS The National Map, FDOT, NavTeq, etc.
- Location and details of critical infrastructures such as wastewater, drinking water, and stormwater treatment facilities, communications facilities, lift stations, etc. from Florida Division of Emergency Management (FDEM) Critical Facilities Inventory or other sources
- Location and details of community and emergency facilities

City to provide (if available):

- Latest GIS file including shapefiles of the City's boundary;
- Inventory of stormwater/water/wastewater assets – including as-builts for pump stations and treatment plants;
- City-maintained streets;
- City buildings: Shelters/Schools/Hospitals/City building – shapefile of building footprints and available finished floor information or as-built drawings;
- City-maintained parks;

B. Deliverables: The CONSULTANT will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2) 1-4, F.S.

Task 6: Exposure Analysis

A. Description: The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding. The scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. The inundation extents will be overlaid on top of critical assets.

B. Deliverables: The CONSULTANT will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

- A. Description:** The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.
- B. Deliverables:** The CONSULTANT will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis, the sensitivity analysis, and includes visual presentation of the data via maps and tables based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked by the CONSULTANT and prioritized by the CITY by location or immediate need and identify which flood scenario(s) impact each asset.

Task 8: Public Outreach Meeting #2

- A. Description:** The CITY will conduct a second public meeting in collaboration with the CONSULTANT to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses. The CONSULTANT will establish criteria to guide the public's input for the selection of focus areas including areas of flooding, and critical assets in order to prepare for the development of adaptation strategies and project development. The CITY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CITY will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes, to include defined focus areas as recommended by the community.

Task 9: Identify Focus Areas

- A. Description:** The CONSULTANT in participation with the CLIENT will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the CLIENT may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata will adhere to the Resilient Florida

Program's GIS Data Standards and raw data sources shall be defined within the associated metadata.

- B. Deliverables:** The CONSULTANT will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 10: Final Vulnerability Assessment Report, Maps, and Tables

- A. Description:** The CONSULTANT will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. The final VA will include results from the exposure and sensitivity analyses, as well as a summary of identified risks and focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.
- B. Deliverables:** The CONSULTANT will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification as provided by CLIENT.

Task 11: Public Presentation

- A. Description:** The CONSULTANT in participation with the CLIENT will present the final VA results to the City commission. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The CLIENT will prepare all social media notifications, meeting invitations. The CONSULTANT will provide meeting materials, presentation, and graphics utilized during the meeting, as applicable.
- B. Deliverables:** The CONSULTANT will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s). The CLIENT will provide the following:

1) any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable; 2) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 3) a summary report including attendee input and meeting outcomes.

Task 12: Local Mitigation Strategy

- A. Description:** The results of the vulnerability Assessment shall be used to inform a Local Mitigation Strategy (LMS) in collaboration with the Local Mitigation Strategy Working Group (LMSWG) as required by the Florida Division of Emergency Management (FDEM). The LMS is developed at the County level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise.
- B. Deliverables:** The CLIENT in participation with the CONSULTANT will submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) Vulnerability Assessment Report which will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update); 2) Vulnerability Assessment Report which will be included as an appendix to the next iteration of the LMS Plan. 3) The CONSULTANT will participate in up to twelve (12) virtual meetings with the LMSWG.

Task 13: Adaptation Plan

- A. Description:** The CONSULTANT with assistance from the CLIENT will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The AP will also include a list of prioritized projects (ranked by the CONSULTANT and prioritized by the CLIENT) for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation. The adaptation strategies will be conceptual, no detailed design will be performed.
- B. Deliverables:** The CONSULTANT will provide the final Adaptation Plan.

Assumptions applying to all Tasks:

- The City is responsible for making key staff available during the delivery of this project.
- Deliverables will be issued as a draft for review by the City. The City has an estimated 14-day time frame for comments. After receiving the comments from the City, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have come on-line since the publication of the DEM will not be considered.
- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.

- The City will be responsible for advertising the public meeting, public workshops, and will coordinate all logistics associated with the meeting. Any collateral materials beyond the meeting presentation will be the responsibility of the City.



Schedule and Fee:

Kimley-Horn will perform these services for the total lump sum fee of \$164,650.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Requirements	Deliverable Schedule	Task Amount
1	Kickoff Meeting	Recommended	2 weeks from NTP	\$2,450.00
2	Assemble Steering Committee	Recommended	2 weeks from NTP	\$2,180.00
3	Plan and Conduct Steering	Recommended	12 months from NTP	\$9,000.00
4	Public Outreach Meeting #1	Recommended	2 months from NTP	\$4,700.00
5	Acquire Background Data	Compulsory	2 months from NTP	\$8,300.00
6	Exposure Analysis	Compulsory	4 months from NTP	\$21,600.00
7	Sensitivity Analysis	Compulsory	6 months from NTP	\$31,800.00
8	Public Outreach Meeting #2	Recommended	7 months from NTP	\$4,700.00
9	Identify Focus Areas	Recommended	8 months from NTP	\$11,400.00
10	Final Vulnerability Assessment	Compulsory	10 months from NTP	\$6,620.00
11	Public Presentation	Recommended	10 months from NTP	\$6,100.00
12	Local Mitigation Strategy	Optional	12 months from NTP	\$21,100.00
13	Adaptation Plan	Optional	12 months from NTP	\$34,700.00
			Total	\$164,650.00

Other Special Terms:

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



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Hao T. Chau, consisting of stylized cursive letters.

BY: _____

BY: Hao T. Chau, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 7/18/2023

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Victor Gallo, consisting of stylized cursive letters.

BY: Victor Gallo, P.E.

TITLE: Project Manager

DATE: 7/18/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg INSURER B : Allied World Assurance Co (U.S.) Inc. INSURER C : New Hampshire Insurance Company INSURER D : Lloyd's of London INSURER E : INSURER F :	NAIC # 19445 19489 23841 85202

COVERAGES**CERTIFICATE NUMBER:** 591424803**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 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
1000 City Center Circle
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

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

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

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

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

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

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

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

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

10. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

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

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

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to

and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

16. Public Records Compliance Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

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

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

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

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

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

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

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

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

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

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

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

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

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

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

24. 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.

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer: ~~Kimley-Horn and Associates, Inc.
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. 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 or Task Authorization.

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

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Nicole McConnell
Printed Name: NICOLE MCCONNELL

Tucker Hunter
Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan D. Thigpen
Jonathan D. Thigpen, Senior Vice President

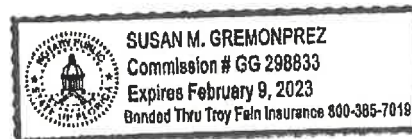
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced _____ as identification.

Susan M. Gremonprez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: Samie Miller

By:

Donald O. Burnette, Mayor

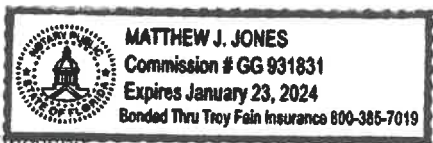
Printed Name: Matt Jones

Date:

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

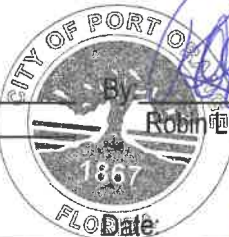
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Samie Miller

Printed Name: Matt Jones



By: Robin L. Fenwick, MMC, City Clerk

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES **SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

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

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____

**Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, 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 within _____ days of 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 \$_____. 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 or Task Authorization

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

RESOLUTION NO. 24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$164,650 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT 24PLN74) FOR THE PURPOSE OF COMPLETING A COMPREHENSIVE VULNERABILITY ASSESSMENT (VA) AND DEVELOPMENT OF AN ADAPTATION PLAN FOR IDENTIFYING PROJECTS TO PROTECT AGAINST FLOODING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 12, 2021, Governor Ron DeSantis signed comprehensive legislation known as the Resilient Florida Program to ensure a coordinated approach to Florida's coastal and inland resiliency, furthering the state's efforts to protect inland waterways, coastlines and shores; and

WHEREAS, the City has been awarded a \$164,650 grant from the State of Florida Department of Environmental Protection to complete a Comprehensive Vulnerability Assessment (VA) as well as to develop an Adaptation Plan, which will identify potential projects to protect against flooding; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$164,650 and approves entering into a grant agreement with the State of Florida Department of Environmental Protection for the purpose of completing a Comprehensive Vulnerability Assessment (VA) and developing an Adaptation Plan for identifying potential projects to protect against flooding.

Section 3. The Mayor and City Clerk are hereby authorized to execute all applicable grant documents and agreements.

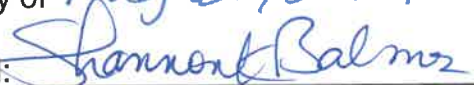
Section 4. This resolution shall become effective immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Adopted on the 6 day of August, 2024.

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





CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services {"Contract"} is entered into this 15th day of July, 2022, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CPH, INC.**, a Florida corporation, whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

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

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

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

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

2. **Authorization for Services** This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

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

4. **Contract Administration** The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."

5. Liens Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.
6. Statement of Engineering Services The Engineer shall:
- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
 - (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
 - (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
 - (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
 - (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Pennits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the

approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

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

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

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

10. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

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

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

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

- {ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- {iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- {iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work

pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

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

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-managemenU>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

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

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

16. Public Records Compliance Engineer 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 Engineer does not transfer the records to the City.

{d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

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

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
1:8.1	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions . Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount <u>limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

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

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

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

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

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

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

24. 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.

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	CPH, Inc. Attention: David A. Gierach, President 500 West Fulton Street Sanford, Florida 32771 (407) 322-6842- Telephone phunt@cphcorp.com

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

30. 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 or Task Authorization.

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

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CPH, INC.



Printed Name: Patricia Hunt



Printed Name: Cindy Valentin

By: _____

David A. Gierach, President

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_10_12_0_22

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of January, 2022, by David A. Gierach, as President of CPH, Inc., a Florida corporation. He is L personally known or produced-- as identification.

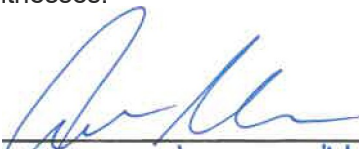
/s/ Jatei Lnr--

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE


Printed Name: Donald O. Burnette

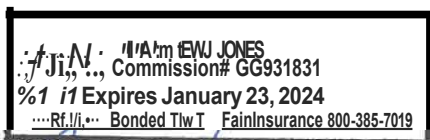
By
Donald O. Burnette, Mayor

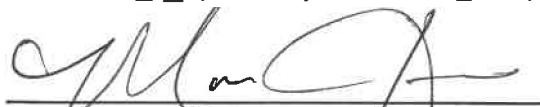
pl

Date: 1/23/2022 S 1 aa Bd.:

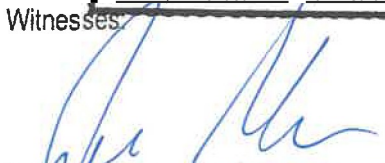
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ical presence or online notarization, this 12 day of Jan, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced as identification.




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

Witnesses:


Printed Name: Jamie Miller



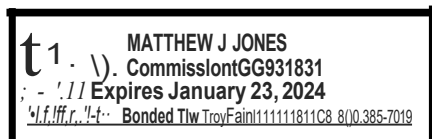

Robln L. Fenwick, MMC, City Clerk


Printed Name: Matt Jones

Date: 1/23/2022 12 Jan 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of Jan, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced as identification.




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

EXHIBIT "I"

Engineer's Billing Rate Schedule and RFSQ **21-13** Section 3

Consisting_ of 2 Pages

HOURLY BILLING RATES

Effective: December 20, 2021

Category	Rate
Principal	\$300
Program Manager	\$260
Senior Project Manager	\$235
Project Manager	\$180
Senior Project Engineer	\$160
Project Engineer	\$140
Principal Traffic Engineer	\$260
Senior Traffic Engineer	\$160
Traffic Engineer	\$140
Traffic Analyst	\$125
Principal Environmental Scientist	\$260
Senior Environmental Scientist	\$160
Lead Environmental Scientist	\$120
Environmental Scientist	\$110
GIS Analyst	\$115
Principal Planner	\$260
Senior Planner	\$160
Planner	\$120
Principal Architect	\$260
Senior Architect	\$180
Architect	\$160
Senior Architectural Manager	\$150
Architectural Manager	\$145
Senior Architectural Designer	\$140
Architectural Designer	\$125
Interior Designer	\$125
Principal Structural Engineer	\$260
Senior Structural Engineer	\$180
Structural Engineer	\$140
Principal MEP Engineer	\$260
Senior MEP Project Engineer	\$180
MEP Project Engineer	\$140
Principal Landscape Architect	\$260
Senior Landscape Architect	\$160
Landscape Architect	\$135

Category	Rate
Project Coordinator	\$100
Software Project Manager	\$145
Project Designer	\$130
Senior Design Technician	\$125
Design Technician	\$105
CADD Technician	\$95
Graphic Designer	\$120
Administrative	\$90
Clerical	\$75
Network Admin. (I)	\$95
Senior Construction Manager	\$165
Construction Manager	\$140
Construction Field Representative II	\$125
Construction Field Representative I	\$95
Principal Surveyor	\$210
Senior Professional Surveyor	\$160
Professional Surveyor and Mapper	\$145
Field Technician/Designer	\$120
Surveyor In Training	\$110
Survey Project Manager/CADD	\$135
Field Office Coordinator	\$125
Survey Party Chief	\$100
Survey Instrument Man	\$95
Senior Survey CADD Technician	\$125
Survey CADD Technician	\$95
Survey Crew (2 Man)	\$180
Survey Crew (Construction Staking - 2 Man)	\$220
Survey Crew (3 Man)	\$260
GPS (1 Man) / Realtime	\$165
GPS (2 Man)	\$220
1 Man Scanner/Laser Survey Crew	\$285
2 Man Scanner/Laser Survey Crew	\$320

1 • Hourly rates include all labor; overhead; margins and profit. Travel over 100 miles will be charged at the current IRS Rates. Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense. Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.



SECTION 3- SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, If a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - o Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - o Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - o General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - o National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - o Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - o Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - o Engineering analysis/design and permitting of capital improvement projects, and
 - o Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - o Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - o Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation **Bank**, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - o Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

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

EXHIBIT "2"¹¹

Task Authorization Template

Consisting of 4 Pages

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

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, 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 within _ days of 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 \$____. 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 or 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:

CPH, INC.

By: _____
Printed Name: _____ David A. Gierach, President

Date: _____
Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

_____	By: _____
Printed Name: _____	Donald Burnette, Mayor gr
	Wayne Clark, City Manager

Printed Name: _____	Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____	Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C8b) Approval of Task Authorization No. 2 under the Standard Contract for Services CA8193 (ITB23-07) with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation for Biro St, Old Sugar Mill Road, and Briarwood Area.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation for Biro St, Old Sugar Mill Road, and Briarwood Area for an amount not to exceed \$292,278.50; and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Engineering Department requests Council approval of Task Authorization (TA) No. 2 – Sanitary Sewer Manhole Rehabilitation for Biro Street, Old Sugar Mill Road, and the Briarwood area under the Standard Contract for Services relating to ITB #23-07 Sanitary Sewer Manhole Rehabilitation with Danus Utilities, Inc. in the amount not to exceed \$292,278.50.

In 2015, an Inflow and Infiltration (I&I) Study was conducted by Wade Trim to identify major I&I areas in the sewer collection system. The study included evaluation of the sewer laterals, mains, and manholes where rain and groundwater were entering into the system.

I&I are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sewer system. Often it is due to a failure in the connection between the gravity sewer pipe and the sanitary manholes.

As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc.), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. This extra water due to I&I leads to higher operating costs in the collection, transmission, and treatment of wastewater. I&I also increases lift station energy costs due to the additional pumping of groundwater and the potential of sanitary sewer overflow due to the increased volume of water in the system. There are approximately 6,680 manholes and 354 miles of collection piping in the Port Orange wastewater collection system.

The first step in reducing I&I is conducting a thorough review of the collection system

and identifying the major I&I areas. When an area is identified as having high I&I, the first step is to line the pipes that run between the manholes. After the pipes have been lined, we then go back and line the manholes. Under a separate TA, the pipes on Biro Street, Old Sugar Mill Rd., and Briarwood were lined. This TA with Danus Utilities, Inc. is for manhole rehabilitation on Biro Street, Old Sugar Mill Road, and within Briarwood.

Task Authorization No. 2 is for an amount not to exceed \$292,278.50. The contract term is 365 days from the Notice to Proceed to allow for sufficient time for project completion. This item is funded under Project PU005 (URH001) Sewer System Rehabilitation.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Danus Utilities, Inc. Task Authorization No 2 - Biro Drive, Old Sugar Mill Rd and Briarwood MHP Area Sanitary Sewer Manhole Rehabilitation	Danus Utilities, Inc. Task Authorization No 2 - Biro Drive, Old Sugar Mill Rd and Briarwood MHP Area Sanitary Sewer Manhole Rehabilitation.pdf
2.	Danus Utl Quote RSV072424-1A	Danus Utl Quote RSV072424-1A.pdf
3.	DANUS Utilities Inc ALL 7.02.25 RLEq 6.24.25	DANUS Utilities Inc ALL 7.02.25 RLEq 6.24.25.pdf
4.	Manhole Rehab Maps	Manhole Rehab Maps.pdf
5.	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193.pdf

Julia Wiggins	Created/Initiated - 8/13/2024
Richard Colby	Approved - 8/13/2024
Junos Reed	Approved - 8/15/2024
John McKinney	Approved - 8/16/2024
Matthew Jones	Approved - 8/19/2024
Wayne Clark	Approved - 8/21/2024
Tracee Cody	Final Approval - 8/21/2024

TASK AUTHORIZATION NO. 2
Standard Contract for Services dated July 18, 2023
Between the City of Port Orange, Florida and Danus Utilities, Inc.

THIS Task Authorization ("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 **DANUS UTILITIES, INC.** (the "Contractor"), a Florida corporation with its principal place of business at 2320 Beardall Avenue, Sanford, Florida 32771, and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated July 18, 2023, 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. The City Engineer, Junos Reed, shall perform contract administration for this Task Authorization No. 2 and can be reached at (386) 506-5751.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Manhole Rehabilitation for Biro Drive, Old Sugar Mill Road, and Briarwood Mobile Home Park Area**, and as further described in Contractor's quote **RAV072424-1A** and scope of services dated **July 30, 2024**, attached hereto as Exhibit "1" and made a part hereof.
4. This Task Authorization shall become effective on the last date the Task Authorization is signed by the Parties. Work shall be completed within **365 days** from issuance of a written Notice to Proceed executed by the City.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed **\$292,278.50**. 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.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this **Task Authorization No. 2**.
7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

DANUS UTILITIES, INC.

Printed Name: _____

By: _____
Dan Pardus, President

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.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

[CA 8193]

EXHIBIT “1”

Contractor's Quote

Consisting of 6 Pages



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV072424-1A

PROPOSAL DATE: July 30, 2024

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193
Job Description: PS 10 Old Sugar Mill Rd & Biro Dr. & PS 11 Briarwood (See attached sheet for break down)

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	6	\$1,000.00	\$6,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	6	\$450.00	\$2,700.00
4	FDOT Maintenance of Traffic (Index 102-603)	12	\$925.00	\$11,100.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	5021.75	\$37.00	\$185,804.75
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	5021.75	\$5.00	\$25,108.75
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	53	\$125.00	\$6,625.00
8	Replacement of Manhole Ring & Cover in Grass (using Cast Iron R&C)	10	\$1,350.00	\$13,500.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	14	\$1,750.00	\$24,500.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	3	\$150.00	\$450.00
17	Chimney Seal	2	\$400.00	\$800.00
18	Manholes Lacking Benches & Inverts	12	\$750.00	\$9,000.00
19	Up To 7' X 7' X 1.5' Thick Asphalt Patch w/ Road Base	2	\$1,750.00	\$3,500.00
	Payment and Proformance Bond	1	\$3,190.00	\$3,190.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$292,278.50

Tax

Total \$292,278.50

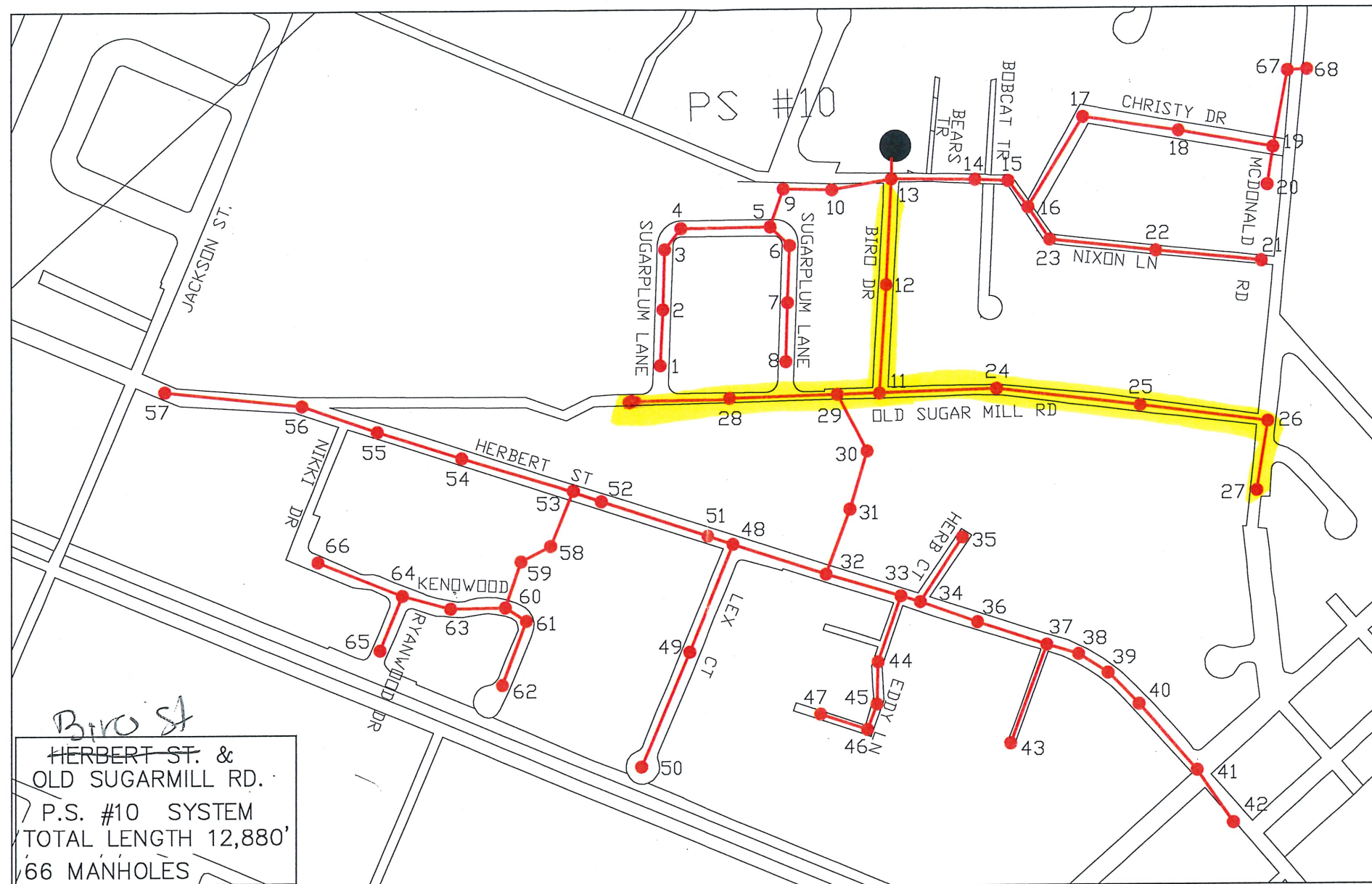
~~Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.~~

Proposal Accepted By: See Page 3 of Task Authorization No. 3 Date: _____

SIGNATURE



SCALE: 1" = 200'



map 1

Attachment 2

				QUENTIN I. HAMPTON ASSOCIATES, INC.				CITY OF				MANHOLE MAPPING				HERBERT ST. & OLD SUGARMILL RD				RICHARD W. FERNANDEZ, P.E. 14722				DESIGNED --- DATE ---				SCALE		SHEET NO.	
				CONSULTING ENGINEERS				PORT ORANGE				2004				PUMP STATION #10				MARK A. HAMPTON, P.E. 27391				DRAWN --- ANU ---				AS SHOWN		1	
				FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626																BRADLEY T. BLAIS, P.E. 47130				CHECKED --- DATE ---				JOB NO.		OF	
				FAX 804 761-3977																DAVID A. KING, P.E. 50609				APPROVED --- DATE ---						37	
				P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 904 761-6610																ANDREW M. GIANNINI, P.E. 46601											
1 TS REVISED				11/08																											
NO BY				REVISIONS																											

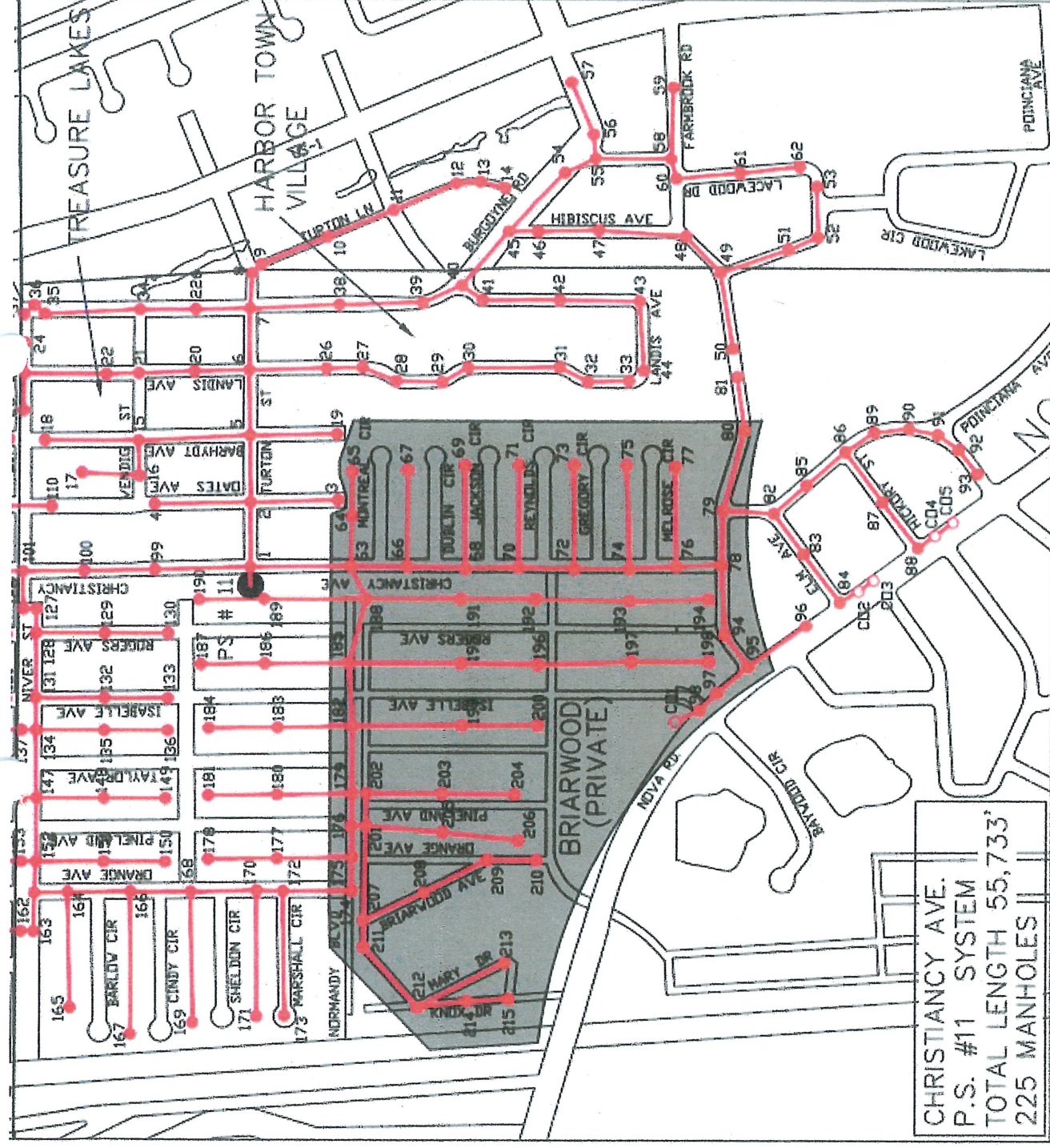
Old Sugar Mill Road & Biro Dr

Write a description for your map.

Legend



map 2



map 3



Briarwood Area

Write a description for your map.

Legend

map #4

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$292,278.50

City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining

Description of Work: Sanitary Sewer Manhole Lining for areas of Biro Drive, Old Sugar Mill Road, and Briarwood Mobile Home Park areas

Project Location: Various portions of Biro Drive, Old Sugar Mill Road, and Briarwood Mobile Home Park, Port Orange, Volusia County, Florida

Legal Description: Various Portions of Biro Drive, Old Sugar Mill Road, and Briarwood Mobile Home Park Port Orange, Volusia County, Florida

Front Page

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

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and **DANUS UTILITIES, INC.**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED NINETY-TWO THOUSAND TWO HUNDRED SEVENTY-EIGHT AND 50/100 DOLLARS**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Task Authorization No. 2 having an effective date of _____, in accordance with Standard Contract for Services, having an effective date of July 18, 2023, entered into by and between the Principal and the City, for Sanitary Sewer Manhole Lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2024.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV072424-1A

PROPOSAL DATE: July 30, 2024

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193
Job Description: PS 10 Old Sugar Mill Rd & Biro Dr. & PS 11 Briarwood (See attached sheet for break down)

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	6	\$1,000.00	\$6,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	6	\$450.00	\$2,700.00
4	FDOT Maintenance of Traffic (Index 102-603)	12	\$925.00	\$11,100.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	5021.75	\$37.00	\$185,804.75
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	5021.75	\$5.00	\$25,108.75
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	53	\$125.00	\$6,625.00
8	Replacement of Manhole Ring & Cover in Grass (using Cast Iron R&C)	10	\$1,350.00	\$13,500.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	14	\$1,750.00	\$24,500.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	3	\$150.00	\$450.00
17	Chimney Seal	2	\$400.00	\$800.00
18	Manholes Lacking Benches & Inverts	12	\$750.00	\$9,000.00
19	Up To 7' X 7' X 1.5' Thick Asphalt Patch w/ Road Base	2	\$1,750.00	\$3,500.00
	Payment and Proformance Bond	1	\$3,190.00	\$3,190.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$292,278.50

Tax

Total \$292,278.50

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

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 Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com	
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168		INSURER(S) AFFORDING COVERAGE INSURER A: Specialty Builders Ins. Co. INSURER B: Auto-Owners Ins INSURER C: Travelers Excess & Surplus Lines Co INSURER D: National Builders Insurance Company INSURER E: Federal Insurance Company INSURER F: Westchester Surplus Lines	
		NAIC # 16826 18988 29696 16632 20281 10172	

COVERAGES**CERTIFICATE NUMBER:** CL2462032848**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	Y		PKG-0351006-01	07/02/2024	07/02/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	☒ XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y		4806741403	07/02/2024	07/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB			CUP-8W978480-24-NF	07/02/2024	07/02/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WCV 0264441 08	07/02/2024	07/02/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Rented & Leased Equipment			45471710	06/24/2024	06/24/2025	Limit \$350,000
							Deductible \$1,000

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

Re: ITB#23-07 Sanitary Manhole Lining

City of Port Orange is included as an Additional Insured for General Liability and Automobile Liability with respects to operations of the Named Insured and as required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies with respect to Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Port Orange
1000 City Center Circle

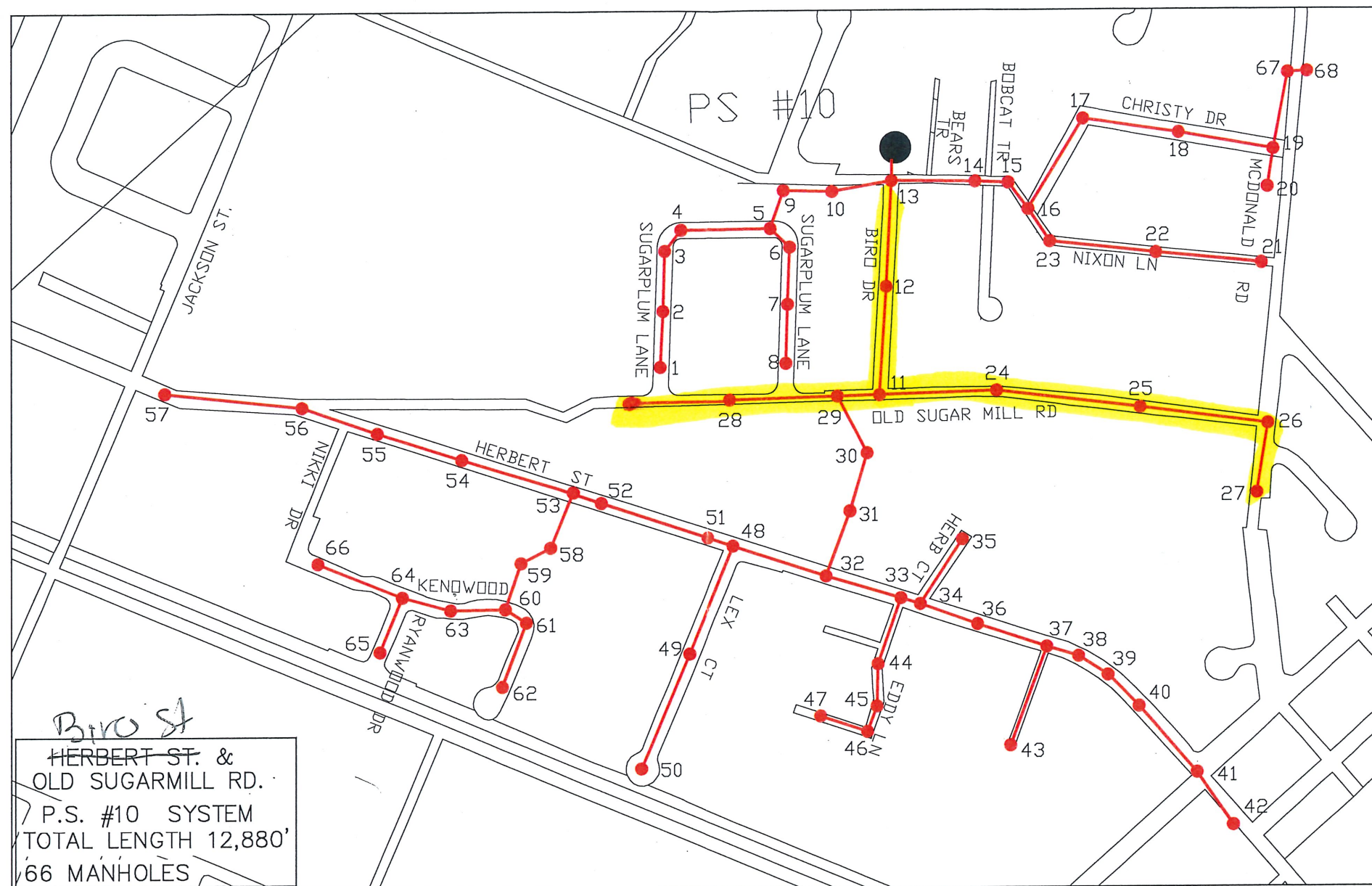
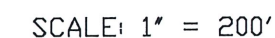
Port Orange

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



map 1

Attachment 2

									QUENTIN I. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626 FAX 804 761-3977 P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 904 761-6610			CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA			MANHOLE MAPPING 2004			HERBERT ST. & OLD SUGARMILL RD PUMP STATION #10			RICHARD W. FERNANDEZ, P.E. 14722 MARK A. HAMPTON, P.E. 27391 BRADLEY T. BLAIS, P.E. 47130 DAVID A. KING, P.E. 50609 ANDREW M. GIANNINI, P.E. 46601			DESIGNED --- DATE --- DRAWN ANU DATE --- CHECKED --- DATE --- APPROVED --- DATE ---			SCALE AS SHOWN JOB NO.			SHEET NO. 1 OF 37		
1	TS	REVISED				11/08																										
NO	BY	REVISIONS			DATE																											

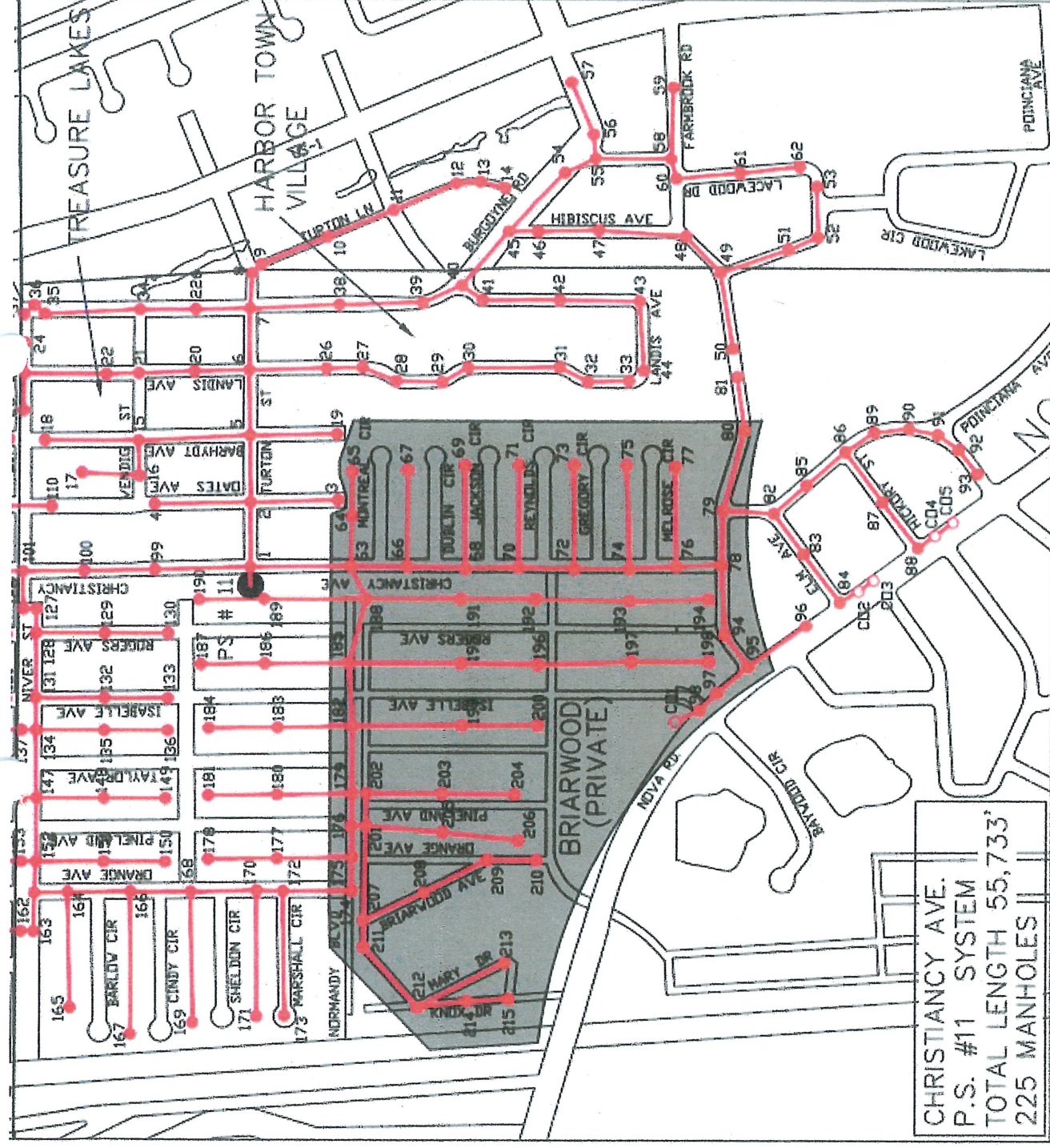
Old Sugar Mill Road & Biro Dr

Write a description for your map.

Legend



map 2



map 3



Briarwood Area

Write a description for your map.

Legend

map #4



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of July, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DANUS UTILITIES, INC.** ("Contractor"), **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Sanitary Sewer Manhole Linings, and as more specifically described in Intent to Bid 23-07 ("ITB 23-07"). This Contract together with ITB 23-07, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 and Addendum No. 2 of ITB 23-07, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-07 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

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

Renewals: This Contract may be renewed for three (3) one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed budget appropriation for the then fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision

of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Junos Reed, Engineering Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5751
Contractor:	Danus Utilities, Inc. Attention: Dan J. Pardus, President 2320 Beardall Avenue Sanford, Florida 32771 (386) 882-6200 – Telephone Raymond@danusutilities.com

P.O. Box 291671

Port Orange, Florida 32129

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

28. Contract Construction

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

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

Remainder of page intentionally left blank

Witnesses:

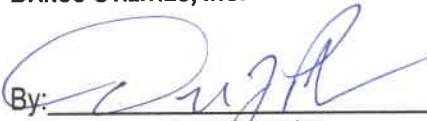


Printed Name: Preston Pardus



Printed Name: Andrew Darling

DANUS UTILITIES, INC.



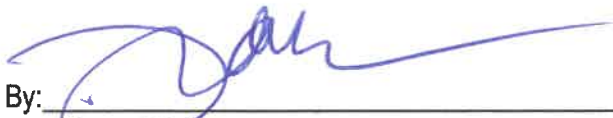
By: _____

Dan J. Pardus, President

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: July 5, 2023

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 7/18/2023



ATTEST:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: 7/18/2023

EXHIBIT “1”

**Contractor's Quote, Scope of Services, Addendum No. 1,
and Addendum No. 2 of ITB 23-07**

Consisting of 11 Pages

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #23-07

SANITARY SEWER MANHOLE LINING

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on REVISED (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS: Danus Utilities, Inc.

CONTACT PERSON: Robert Brown

EMAIL ADDRESS: robert@danusutilities.com

AUTHORIZED NAME: Daniel J. Pardus

AUTHORIZED SIGNATURE: 

STATE OF FLORIDA GC/CUC #: 27-0404772

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$450.00	\$450.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$925.00	\$925.00
4	FDOT Maintenance of Traffic (Index 102-813)	Day	1	\$750.00	\$750.00
TOTAL GENERAL LINE ITEMS (1-4)					\$6,125.00
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$37.00	\$740,000.00
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$5.00	\$5,000.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$9.00	\$4,500.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multi-grout	EA	15	\$125.00	\$1,875.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$475.00	\$2,375.00
6	Lining of Manholes/Wet Wells using Cured In Place Lining System - Single Layer	SF	200	\$40.00	\$8,000.00
7	Lining of Manholes/Wet Wells using Cured In Place Lining System - Multiple Layers	SF	200	\$41.00	\$8,200.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,350.00	\$33,750.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,250.00	\$56,250.00
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,750.00	\$87,500.00
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$2,650.00	\$39,750.00
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1'-6" when replacing Ring and Cover	EA	10	\$150.00	\$1,500.00
14	Raising of Manhole Ring and Cover 7'-12" when replacing Ring and Cover	EA	5	\$300.00	\$1,500.00
15	Inflow Dish HDPE	EA	25	\$100.00	\$2,500.00
16	Inflow Dish Stainless Steel	EA	25	\$225.00	\$5,625.00
17	Chimney Seal	EA	15	\$400.00	\$6,000.00
18	Manholes Lacking Benches and Inverts	EA	25	\$750.00	\$18,750.00
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$1,750.00	\$52,500.00
20	Vector Vacuum Truck (disposal not included)	HR	4	\$375.00	\$1,500.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,077,100.00
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,083,225.00

SECTION 3 – SCOPE OF WORK

A.1 SCOPE

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repairs, methods of repair, materials, and equipment.

Sanitary sewer manhole lining covers the following type of repairs:

- A. Lining and sealing of sanitary manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

A.2 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the city. The applicator shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, masonry brick manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.
- C. Materials
 - 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
 - 2. Water: Shall be clean and potable.
 - 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.
- D. Properties
 - 1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTMD 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi

2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.

E. Application

1. Preparation:

- a. Place covers over invert before prepping.
- b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
- c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
- d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
- e. All loose material shall be removed following the completion of preparation work.
- f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.

2. Spray Application of the Liner:

- a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
- b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (0.25 inches) or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table, the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical walls, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.
- c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
- d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

F Payment

1. Payment for the lining of manholes and wet wells with Urethane/Epoxy-Based spray lining application will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.3 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

C. Materials

The Liner shall be composed in one of the following two configurations.

1. Single Layer - Non-Porous Membrane
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - ii. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.
3. RESIN SYSTEM
 - i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

1. PH of the original substrate shall be determined.
2. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
3. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
4. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
5. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
6. Bench shall be sloped so that water will flow back into channel.
7. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
8. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
9. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
10. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
11. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

1. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
2. All resin intended for the liner shall be mixed properly.
3. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
4. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.

5. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
6. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
7. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
8. Liner is pressurized with air or water to a minimum of 3psi or liner manufactures minimum pressure. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
9. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used, a cool down period is needed equaling about 25% of cure time.
10. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
11. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

1. The finished Cured-In-Place (CIP) Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
2. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

1. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged, and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.
2. New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design, and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast

iron or CAP HDPE. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

3. For HDPE R&C the material shall be a compression-molded, fiber reinforced thermoset composite and shall pass an accelerated weathering test exposing UV and water spray per ASTM G154. Frames and covers shall be capable of withstanding AASHTO M306: Proof Testing H-20/25 with Ultimate Load above 90,000 lbs (9" x 9" platen). Covers must weigh at least 70 lbs. Frames must weigh at least 40 lbs. The space between cover outside diameter and frame wall inside diameter shall be less than ¼" total (less than 1/8" per side). Exposed locks, nuts, bolts, hooks, and other metallic attachments must be 316 Stainless Steel – Austenite. Locks must be independent of the lift-point on the cover. Covers must be detectable with standard metal detectors. Both the cover and frame must be marked with permanent molded detail forming the text and logos from the composite substrate (rather than surface decals, veils, paint, inks, dyes, markers) including the following: 1) Made In USA, 2) Manufacturing Date, 3) Molder Name, 4) Load Rating, 5) Logos per Utility Drawings, and 6) non-metallic indication. Covers and Frames shall be molded by the same manufacturer and as detailed in drawings. Gaskets shall be bonded to the frame continuously at the interface with the cover to reduce wear, shock, noise, malodors and infiltration. Gaskets must be EPDM or Neoprene. Molded frame material dimensions must exceed 0.5 inches thick: e.g. walls, flanges, wall supports, and cover ledge supports. Flanges must extend at least 2 inches outward from the outside of the vertical wall. Anchor holes must be molded into the flange. All covers and frames shall be molded, assembled, and tested in the USA.
4. All HDPE manhole ring and covers shall be manufactured by Composite Access Products (CAP) or city approved equal.
5. On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City. When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and inverts shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

END OF SECTION



CITY OF PORT ORANGE

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

ADDENDUM #1

May 25, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of June 7, 2023 at 2:30 p.m. is hereby changed to June 14, 2023 at 2:30 p.m.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

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

ADDENDUM #2

June 7, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

The City of Port Orange has standardized to Raven Lining system for the rehabilitation of sanitary manholes.

C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete **REVISED (Attachment1) Schedule of Unit Pricing**. If Bidder does not complete and include with bid submittal **REVISED (Attachment1) Schedule of Unit Pricing**, their bid will be deemed non-responsive. **REVISED (Attachment1) Schedule of Unit Pricing** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

D. QUESTIONS & ANSWERS:

- 1) Engineered Coatings Solutions, LLC provides rehabilitation and specialty coatings for water/wastewater systems. We would like our products to be considered as equal for this solicitation.

Answer: This is not an approved product.

- 2) Is Sewpercoat or Strong Seal an approved equal for the above referenced project.

Answer: This is not an approved product.

- 3) GML Coatings (Green Monster) is requesting to be an approved material for the manhole and wet well rehabilitation.

Answer: This is not an approved product.

- 4) Nukote Coating Systems saw that Cementitious and Cement Mortar Lining were included as methods or rehab for Manholes and Wet Wells. Would the City of Port Orange be open to include a Fully Structural Spray Applied Liner on this project as an alternate? Nukote manufactures an Anti-Corrosive, Semi-Structural and Fully Structural Spray Applied Lining System to rehabilitate Water Structures.

Answer: This is not an approved product.

5) Will you accept Tnemec Epoxytec CPP Sprayliner MH for this Project?

Answer: This is not an approved product.

6) Will it be required to present a number for every line on the Schedule of Unit Pricing?

Answer: Yes, all costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

7) Will the lines for the CIPM need to be complete if the line for the Epoxy coating is complete?

Answer: All costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

8) Will it be the City's intention to use both types of coating or will the City decide to use one instead of the other?

Answer: The City will use both types, depending on the condition of the manhole being lined.

9) Is there a Pay Item for Maintenance of Traffic if we need to close a turn lane or multi lane where flaggers are not required if there is no shoulder to park trucks and equipment on which would essentially be "Standard Plans 102-613"?

Answer: Please see Item #4 on the Revised (Attachment 1) Schedule of Unit Pricing.

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #2

EXHIBIT “2”

Task Authorization Example

Consisting of 3 Pages

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

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

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

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

Witnesses:



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

_____	Date: _____
Printed Name: _____	

CITY OF PORT ORANGE

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

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$ _____ **City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining**

Description of Work: Sanitary Sewer Manhole Lining

Project Location: _____ Port Orange, Volusia County, Florida

Legal Description: _____ Port Orange, Volusia County, Florida

Front Page

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

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

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

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C8c) Approval of Task Authorization No. 17 with Kimley-Horn & Associates for the Oceans Lift Station Construction Phase Services

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 17 with Kimley-Horn & Associates for Construction Phase Services relating to ITB #24-12 Oceans Lift Station for an amount not to exceed \$100,427; and authorize Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Engineering Department is requesting approval of Task Authorization (TA) No. 17 with Kimley-Horn & Associates, Inc. under the Master Contract for Engineering and Environmental Services (CA7763) as it relates to Oceans Lift Station Construction Phase Services for the amount of \$100,427.

Oceans Lift Station provides service to approximately 300 residences and businesses in the northeast section of the City and is located adjacent to the Riverwalk Park. The proposed improvements include; converting from suction lift pumping to submersible pumping, installation of a new control panel, and site improvements including constructing a new masonry wall and raising the wet well top and electrical control panel above the 100-year flood plain. The upgrades also include increased pumping capacity for planned future redevelopment in the area.

Kimley-Horn is the Engineer of Record for the Oceans Lift Station Rehabilitation Project and will be providing the construction phase services.

The completion date of TA No. 17 will be 420 days from the Notice to Proceed. This TA will run concurrent with the construction contract with All State Civil Construction, Inc. with additional time after construction to allow for closeout items.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. Task Authorization No 17 - Ocean LS Const Phase	Kimley-Horn and Associates, Inc. Task Authorization No 17 - Ocean LS Const Phase.pdf
----	--	--

2.	Bailey Eng Cons - SUB	Bailey Eng Cons - SUB.pdf
3.	Kimley-Horn - Oceans LS CA services	Kimley-Horn - Oceans LS CA services.pdf
4.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf
5.	Kimley-Horn and Associates, Inc. All including PL (CA7763) 4.1.2025	Kimley-Horn and Associates, Inc. All including PL (CA7763) 4.1.2025.pdf

Julia Wiggins	Created/Initiated - 8/14/2024
Richard Colby	Approved - 8/14/2024
Junos Reed	Approved - 8/15/2024
John McKinney	Approved - 8/16/2024
Matthew Jones	Approved - 8/21/2024
Wayne Clark	Approved - 8/22/2024
Tracee Cody	Final Approval - 8/22/2024

TASK AUTHORIZATION NO. 17
Master Contract for Services dated January 18,2022
Between the City of Port Orange, Florida and Kimley-Horn and
Associates, Inc.

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating Ocean Lift Station Construction Phase Services, 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 within 420 days of 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 **\$100,427.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____

By: _____
Jonathan Martin, Senior Vice President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 2 Pages

PROPOSAL FOR OCEANS LIFT STATION CONSTRUCTION PHASE SERVICES

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

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Oceans Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide electrical engineering construction phase services as defined in their proposal, enclosed herein.
- B. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- C. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- D. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- E. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- F. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.



- G. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 12 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$100,427.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$39,100	\$61,327	\$100,427
Total				\$100,427

Other Special Terms:

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

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Page 4 of Task Authorization No. 17

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

July 6, 2024



Mrs. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando FL 32801

Re: Oceans Lift Station
Port Orange, Florida

Dear Mrs. McConnell,

We are pleased to submit our proposal for electrical and control system engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project and provides the agreed upon lump sum fee proposal. Our scope of services shall include the following:

Task 1 - Construction Administration Services

Bailey Engineering Consultants, Inc. (BEC) will perform project administration and provide professional services during the construction phase that will implement the facility modifications. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Consultant reviews shall not relieve the Contractor of any of his contractual responsibilities. Specific services to be performed by Consultant are as follows:

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The

ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

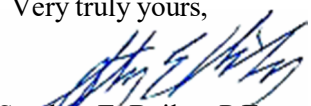
3. BEC shall attend periodic progress meetings based on progress of construction and as per the attached estimation of work effort.
4. Site Visits – Make site visits to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Consultant will provide to the City a list of items to be completed, if any.

SUPPLEMENTAL SERVICES - Any work requested by the City that is not included in one of the items listed in any other phase will be classified as supplemental services. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our fee for this work shall be as follows:

Task 1 – Construction Services

\$ 39,100.00

Very truly yours,


Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

KH-24-016Grev1

**Oceans Lift Station
Port Orange, Florida**

TASK 1 - SHOP DRAWING REVIEW

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	20	\$ 260.00	\$ 5,200.00
Sr. Electrical Engineer	40	\$ 215.00	\$ 8,600.00
Subtotal			<u>\$ 13,800.00</u>

TASK 2 - ISSUE CLARIFICATIONS/MEETINGS

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	24	\$ 260.00	\$ 6,240.00
Sr. Electrical Engineer	38	\$ 215.00	\$ 8,170.00
Subtotal			<u>\$ 14,410.00</u>

TASK 3 -SITE VISITS

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	24	\$ 260.00	\$ 6,240.00
Field Superintendent	30	\$ 155.00	\$ 4,650.00
Subtotal			<u>\$ 10,890.00</u>

Task 1 - Shop Drawing Review	\$ 13,800.00
Task 2 - Issue Clarifications	\$ 14,410.00
Task 3 - Site Visits	<u>\$ 10,890.00</u>
Total	<u>\$ 39,100.00</u>

PROPOSAL FOR OCEANS LIFT STATION CONSTRUCTION PHASE SERVICES

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

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Oceans Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide electrical engineering construction phase services as defined in their proposal, enclosed herein.
- B. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- C. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- D. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- E. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- F. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.



- G. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 12 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$100,427.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$39,100	\$61,327	\$100,427
Total				\$100,427

Other Special Terms:

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

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

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

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

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

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

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

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

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

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

10. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

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

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

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to

and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

16. Public Records Compliance Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

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

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

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

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

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

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

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

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

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

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

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

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

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

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

24. 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.

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer: ~~Kimley-Horn and Associates, Inc.~~
~~Attention: Brian A. Good, Director~~
~~421 Fayetteville Street~~
~~Suite 600~~
~~Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. 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 or Task Authorization.

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

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Nicole McConnell
Printed Name: NICOLE MCCONNELL

Tucker Hunter
Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan D. Thigpen
Jonathan D. Thigpen, Senior Vice President

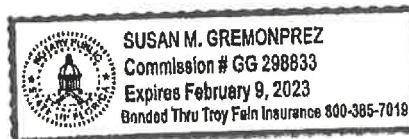
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced _____ as identification.

Susan M. Gremonprez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: Samie Miller

By:

Donald O. Burnette, Mayor

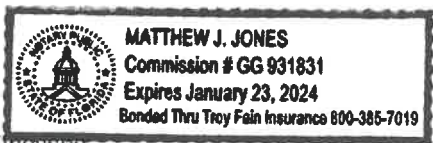
Printed Name: Matt Jones

Date:

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

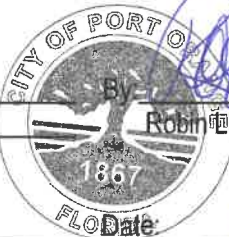
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Samie Miller

Printed Name: Matt Jones



By: Robin L. Fenwick, MMC, City Clerk

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES **SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

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

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____

**Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, 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 within _____ days of 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 \$_____. 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:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	
		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins Co of Pittsburg	
		INSURER B: Allied World Assurance Co (U.S.) Inc.	
		INSURER C: New Hampshire Insurance Company	
		INSURER D: Lloyd's of London	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 591424803**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 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
1000 City Center Circle
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C8d) Approval of Task Authorization No. 10 with Mead & Hunt for a Collection System Action Plan and Power Outage Contingency Plan

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 10 with Mead & Hunt for the preparation of a Collection System Action Plan in an amount not to exceed \$47,216.00; and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: On March 5, Council approved Task Authorization (TA) No. 7 with Mead & Hunt for the Water Reclamation Facility Operating Permit Renewal with the Florida Department of Environmental Protection. Florida Administrative Code Rule 62-600.705 requires a Collection System Action Plan and Power Outage Contingency Plan to be included as part of the permit renewal package. This plan will provide the following:

- 5-year planning horizon for all collection/transmission systems under the utility's control and the complexity of the system.
- Goals for evaluating percentages of the collection system each year, with a minimum of 25 percent of the collection system evaluated over the five-year planning horizon. Evaluations and assessments may be made using one or more investigative techniques, such as camera inspections, smoke testing, data analytics, flow isolation, focused electrode leak location, direct observation, sonar imaging, water chemistry, solids analysis, or flow monitoring.

The information provided by the Collection System Action Plan will assist in financial planning for future Capital Improvement Projects for the Public Utilities Department. This TA in the amount of \$47,216 is in conformance with the Master Contract for Engineering Services dated January 18, 2022 between the City and Mead & Hunt, Inc.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Mead and Hunt Task Authorization No 10 - Collection System Action Plan and Power Outage Consistency Plan	Mead and Hunt Task Authorization No 10 - Collection System Action Plan and Power Outage Consistency Plan.pdf
----	--	--

Steve Parnell	Created/Initiated - 8/16/2024
Steve Parnell	Approved - 8/16/2024
John McKinney	Approved - 8/16/2024
Shannon Balmer	Approved - 8/21/2024
Wayne Clark	Approved - 8/22/2024
Tracee Cody	Final Approval - 8/22/2024

TASK AUTHORIZATION NO. 10
Master Contract for Professional Engineering Services for
Public Works, Utilities and Environmental Services
dated January 18, 2022,
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc.**, Florida corporation, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the **Collection System Action Plan and Power Outage Contingency Plan**, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."** Notwithstanding the date of execution, Parties agree that the Scope of Services and Fee Estimate shall remain valid.

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be completed no later than **December 31, 2024**.

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 **\$47,216.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

(c) 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:

MEAD AND HUNT, INC.

Printed Name: _____

By: _____
Brad Blais, Vice President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 6 Pages



July 29, 2024

Steve Parnell
Public Utility Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org

**Subject: CITY OF PORT ORANGE COLLECTION SYSTEM ACTION PLAN AND POWER OUTAGE
CONTINGENCY PLAN – Scope of Services and Fee Estimate**

Dear Steve,

We are pleased to offer the attached engineering services proposal and fee estimate to develop the City's collection system action plan and power outage contingency plan to renew the City's Florida Department of Environmental Protection (FDEP) Operating Permit for the City of Port Orange's Water Reclamation Facility (WRF).

Our staff is very familiar with the permitting staff at Central District FDEP and look forward to completing this assignment on the City's behalf. Should you have any questions or require additional information, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Market Leader

A blue ink signature of Tanner Rachal.

Tanner Rachal, PE
Project Manager

Enclosure – Scope of Services and Fee Estimate

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
PORT ORANGE COLLECTION SYSTEM ACTION PLAN AND POWER OUTAGE CONTINGENCY PLAN**

This Task Order is in conformance with the Master Contract for Engineering Services RFSQ 21-03, Professional Engineering Services for Public Works, Utilities and Environmental Services, dated January 18, 2022, between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The purpose of this scope of services is to prepare the collection system action plan and power outage contingency plan as required by Rule 62-600.705 F.A.C. to renew the City's WRF operating permit.

MEAD & HUNT will prepare the collection system action plan and power outage contingency plan as detailed in Rule 62-600.705. Requisite copies will be prepared by our firm for execution and submittal by the CITY.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated project design and bidding schedule outlined below.

PHASE 2 – COLLECTION SYSTEM ACTION PLAN AND POWER OUTAGE CONTINGENCY PLAN PREPARATION

MEAD & HUNT will request data from the CITY to prepare the collection system action plan and power outage contingency plan as detailed in Rule 62-600.705. The following items should be considered, at a minimum, when developing a collection system action plan:

- The plan must cover at least a 5-year planning horizon for all collection/transmission systems under the utility's control and the plan's detail must reflect the complexity of the system.

- The plan must set goals for evaluating percentages of the collection system each year with a minimum of 25 percent of the collection system evaluated over the five-year planning horizon. Evaluations and assessments may be made using one or more investigative techniques such as camera inspections, smoke testing, data analytics, flow isolation, focused electrode leak location, direct observation, and sonar imaging, water chemistry, and solids analysis, or flow monitoring.
- The plan must be based on infiltration and inflow (I&I) studies, leakage surveys, and any follow-up detailed sanitary sewer evaluation surveys.
 - The plan must include a map and inventory of the collection system. Facilities with a permitted capacity over 1 million gallons per day must have a computerized GIS map and electronic inventory. Inventory items include:
Detailed information on each section of pipe, manholes, and pump stations including inspection and maintenance information.
 - Climatic, geologic, topographic, and hydrological information including seasonal high water table information and rainfall data.
 - Information on system flows, SSOs, bypasses, odor complaints, corrosion data, and past I&I analyses, as well as population and industries served.
- The plan must include an adaptive maintenance and repair plan including protocols for routine maintenance, cleaning activities, and emergency repairs.
- Contact information and recordkeeping procedures.
 - The plan shall describe measure, if any, taken for the following:
To limit fats, oils, grease, wet wipes, sand, and grit into the collection system, and a root control program.
 - Any local sewer ordinances or programs to minimize I&I from private sanitary sewer laterals/individual service connections.
 - Resiliency for sea-level rise and flood mitigation and stormwater control actions.

The following items should be considered, at a minimum, when developing a power outage contingency plan:

- Overview of the plan, its management, and general response procedures for power outages at individual pump stations as well as area-wide power outages.
- Overview of the collection system, including a map, identifying pump stations and critical areas for SSOs.

- Pump station inventory and individual pump station evaluations/assessments related to power outages.
 - As part of an individual pump station assessment, a pre-completed generator request form should be prepared to ensure the correct type and size of portable generator with compatible connections is requested during an emergency.
- Inventory of portable generators and bypass pumps including storage and maintenance procedures.
- Fuel resources.
- Response teams/personnel.
- Communications.
- Mutual aid agreements.
- Upgrades and improvements.
- Financial resources.

PHASE 3 – MEETINGS, RAIs, AND MISCELLANEOUS EXPENSES

MEAD & HUNT will attend meetings with the CITY and FDEP, in addition to preparing responses to requests for additional information (RAI).

SCHEDULE

MEAD & HUNT will submit the required collection system action plan and power outage contingency plan prior to the extended RAI response deadline of December 19th, 2024, provided the CITY provides all necessary data within a timely manner.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$47,216**.

The above fee is based on the following breakdown:

Phase	Description	Fee/Cost	Basis
1	Project Management	\$4,084	Lump Sum
2	Collection System Action Plan and Power Outage Contingency Plan	\$40,928	Lump Sum
3	Meetings, RAI Responses & Misc. Expenses	\$2,204	Lump Sum
	GRAND TOTAL	\$47,216	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129 City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C8e) Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation in the amount of \$39,004.80 for fiscal year 2024-2025 and authorize the Mayor and City Clerk to execute all applicable documents.

SUMMARY: Team Volusia Economic Development Corporation (TVEDC) is a countywide public-private economic development agency that coordinates economic development activities and prospects with city staff and the Volusia County Department of Economic Development. The annual contract amount of \$39,004.80 ensures that the City of Port Orange has a seat on the TVEDC Executive Committee.

TVEDC's primary purpose is to support business growth and recruit new businesses to the area, and they continue to market the vacant Eastport sites to companies looking to build new facilities between 10,000 SF and 20,000 SF.

Funding for public agencies is based on a rate of \$0.60 per capita. The 2023 Bureau of Economic and Business Research (BEBR) Estimates of Population report was used to determine the estimated population. The estimated population of Port Orange in the 2023 report was 65,008. Based on this information, the contract amount for FY 2024–2025 is \$39,004.80. The FY 2024–2025 contract amount is \$469.80 more than the FY 2023–2024 contract amount. This is due to the city's population increasing from 64,230 (2022) to 65,008 (FY 2023), according to BEBR.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	FY 25 TVEDC Cooperative Economic Development Agreement	FY 25 TVEDC Cooperative Economic Development Agreement.pdf
----	--	--

Tim Burman

Created/Initiated - 8/5/2024

Tim Burman	Approved - 8/5/2024
John McKinney	Approved - 8/6/2024
Matthew Jones	Approved - 8/19/2024
Wayne Clark	Approved - 8/21/2024
Tracee Cody	Final Approval - 8/21/2024

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2024 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

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

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

WHEREAS, the City Council of the City of Port Orange agrees to appropriate the amount of **Thirty-Nine Thousand Four Dollars and .80 cents (\$39,004.80)** at .60 cents per capita (Port Orange population 65,008 as indicated at www.babr.ufl.edu/population), in the budget for the fiscal year 2024–2025 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee; and

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

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

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of **Thirty-Nine Thousand Four Dollars and .80 cents (\$39,004.80)** at .60 cents per capita ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City will make one (1) annual payment equal to the City Funding on or about October 15, 2024. The TVEDC shall use the City Funding for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement. The City shall contact the TVEDC in writing when future funding for the TVEDC is discussed at a public meeting.

3. Program Requirements.

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

- 4. Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent with the purposes set

forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives, if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2024 and shall continue in force for a one-year period ending September 30, 2025. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by email, first class,

certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2024.

City of Port Orange, a Florida municipal corporation

By: _____ Date: _____

City of Port Orange, Mayor

Attest: _____ Date: _____

City of Port Orange – City

Attest: _____ Date: _____

City of Port Orange – City Clerk

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

By: Keith A. Anderson Date: 7/16/2024

Title: President + CEO

Attest: Deborah A. Robbins Date: 7/16/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C9) Resolution No. 24-29 - Ratifying the Results of the 2024 City Council General Election

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 24-29.

SUMMARY: The purpose of this resolution is to ratify the results of the election for Port Orange Mayor and City Council Members for Districts 3 and 4 held on August 20, 2024.

The legal votes cast for each candidate are as follows:

DISTRICT 3 CANDIDATES	VOTES
Shawn Goepfert	6,498
Barry Pitek	3,932

DISTRICT 4 CANDIDATES	VOTES
Lance Green	5,953
Joseph Mialki	4,763

MAYOR CANDIDATES	VOTES
Scott Stiltner	7,562
Derek LaMontagne	3,406

The City Council hereby declares the council members and Mayor as follows:

District 3: Shawn Goepfert

District 4: Lance Green

Mayor: Scott Stiltner

The Parks & Recreation Bond Initiative was also on this ballot and passed with 57.45% of the votes.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Reso. No. 24-29 - Ratifying 2024 Election Results v2	Reso. No. 24-29 - Ratifying 2024 Election Results v2.pdf
2.	Primary 8-20-24 Non-Partisan Official Canvass - Signed	Primary 8-20-24 Non-Partisan Official Canvass - Signed.pdf
3.	Primary 8-20-24 Municipal Referendums Official Canvass - Signed	Primary 8-20-24 Municipal Referendums Official Canvass - Signed.pdf

Tracee Cody	Created/Initiated - 8/15/2024
Robin Fenwick	Approved - 8/15/2024
Matthew Jones	Approved - 8/23/2024
Wayne Clark	Approved - 8/23/2024
Robin Fenwick	Final Approval - 8/23/2024

RESOLUTION NO. 24-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING THE RESULTS OF THE ELECTION FOR MAYOR, AND CITY COUNCIL DISTRICTS 3 AND 4, AND A PARKS GENERAL OBLIGATION BOND REFERENDUM, HELD ON AUGUST 20, 2024; DECLARING THE WINNERS AND PASSAGE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an election for Mayor and Council Districts 3 and 4 was held in the City of Port Orange, Volusia County, Florida, on August 20, 2024, pursuant to the provisions of the City Charter, as amended; and

WHEREAS, a parks general obligation bond referendum was held in the City of Port Orange, Volusia County, Florida, on August 20, 2024, pursuant to the Chapter 2, Article VI, Division 4 of the City of Port Orange Code of Ordinances, as amended, and s. 101.161 of the Florida Statutes.

WHEREAS, said election has been duly and properly held in accordance with the Charter of the City of Port Orange and applicable state law, and that the votes cast thereat have been returned, delivered, and canvassed by the Volusia County Canvassing Board, which has certified the results thereof.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official returns of the election have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The legal votes cast for each candidate and totals are as follows:

<u>CANDIDATE</u>	<u>VOTES</u>
<u>MAYOR</u>	
Scott Stiltner	7,562
Derek LaMontagne	3,406
Total	10,968
<u>DISTRICT 3</u>	
Barry Pitek	3,932
Shawn Goepfert	6,498
Total	10,430
<u>DISTRICT 4</u>	
Lance Green	5,953
Joseph Mialki	4,763
Total	10,716

Section 2. The City Council hereby declares the winners and councilmembers-elect as follows:

<u>MAYOR</u>	Scott Stiltner
<u>DISTRICT 3</u>	Shawn Goepfert
<u>DISTRICT 4</u>	Lance Green

Section 3. The legal votes cast in the parks general obligation bond referendum are as follows:

Yes for Approval	5,695 Votes
No for Rejection	4,215 Votes
Total	9,910 Votes

Section 4. With the support of the majority of the votes cast (57%), the City Council declares the Parks General Obligation Bond Referendum has passed.

Section 5. The election is found to have been in all respects conducted in accordance with law, and all steps in connection with and preceding such election have been duly, regularly, and lawfully taken.

Section 4. This resolution shall be deemed effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of September, 2024.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

We, the undersigned, DAVID FOXMAN, County Court Judge, FRANK BRUNO, Canvassing Board Member, LISA LEWIS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Second day of August, 2024 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Twentieth day of August, 2024 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For County Chair, the whole number of votes cast was 84,540 of which

Jeff Brower	received	35,592 votes
Don Burnette	received	10,823 votes
Deborah 'Deb' Denys	received	14,696 votes
Randy Dye	received	23,429 votes

For School Board, District 2, the whole number of votes cast was 14,366 of which

Cassie Gonyer	received	4,315 votes
Krista Goodrich	received	6,591 votes
Angela Kopnicky	received	3,460 votes

For School Board, District 4, the whole number of votes cast was 21,965 of which

Donna Brosemer	received	9,601 votes
Sarah Marzilli	received	3,662 votes
Carl G Persis	received	8,702 votes

For DeLand City Commissioner Seat 2, the whole number of votes cast was 5,751 of which

Harper Hill	received	2,391 votes
Richard "Charlie" Paiva	received	3,360 votes

For Deltona City Commissioner District 1, the whole number of votes cast was 1,186 of which

Morris "Gunny" Froscher	received	244 votes
Davison Heriot	received	516 votes
Brandy White	received	426 votes

CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

For Deltona City Commissioner District 2, the whole number of votes cast was 1,704 of which

Elizabeth Chavez	received	281 votes
Emma Santiago	received	866 votes
Troy Shimkus	received	557 votes

For Holly Hill City Commissioner District 1, the whole number of votes cast was 1,486 of which

Arthur J. Byrnes	received	682 votes
Debra Snow	received	804 votes

For New Smyrna Beach Mayor, the whole number of votes cast was 7,087 of which

Fred Cleveland	received	5,438 votes
Francis T. Dalton Jr	received	965 votes
Lou Pate	received	684 votes

For Ormond Beach City Commissioner Zone, the whole number of votes cast was 2,675 of which

Barbara Bonarrigo	received	865 votes
Kristin Deaton	received	1,390 votes
Daniel Dragone	received	420 votes

For Ponce Inlet Town Council Seat 4, the whole number of votes cast was 1,232 of which

Jair Kessler	received	349 votes
Joe Villanella	received	883 votes

For Port Orange Mayor, the whole number of votes cast was 10,968 of which

Derek LaMontagne	received	3,406 votes
Scott Stiltner	received	7,562 votes

For Port Orange City Council District 3, the whole number of votes cast was 10,430 of which

Shawn Goepfert	received	6,498 votes
Barry Pitek	received	3,932 votes

For Port Orange City Council District 4, the whole number of votes cast was 10,716 of which

Lance Green	received	5,953 votes
Joe Mialki	received	4,763 votes

CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.


COUNTY COURT JUDGE


CANVASSING BOARD MEMBER


SUPERVISOR OF ELECTIONS

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

We, the undersigned, DAVID FOXMAN, County Court Judge, FRANK BRUNO, Canvassing Board Member, LISA LEWIS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Second day of August, 2024 A.D., and proceeded publicly to canvass the votes given for the Referendums on the Twentieth day of August, 2024 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

DAYTONA BEACH SHORES TERM LIMITS

Daytona Beach Shores Term Limits		
Yes for Approval	477	votes
No for Rejection	850	votes

DELAND GENDER NEUTRAL REFERENCES

DeLand Gender Neutral References		
Yes for Approval	3,889	votes
No for Rejection	2,219	votes

DELAND POWER TO DRAIN

DeLand Power To Drain		
Yes for Approval	4,046	votes
No for Rejection	1,879	votes

DELAND REMOVE OUTDATED REFERENCES

DeLand Remove Outdated References		
Yes for Approval	4,393	votes
No for Rejection	1,572	votes

DELAND ROLE OF THE CITY MANAGER

DeLand Role of the City Manager		
Yes for Approval	4,613	votes
No for Rejection	1,256	votes

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

DELAND DESIGNATE ALTERNATE OFFICIALS

DeLand Designate Alternate Officials	
Yes for Approval	3,756 votes
No for Rejection	2,082 votes

DELAND FINANCE DIRECTOR/EXPENDITURES

DeLand Finance Director/Expenditures	
Yes for Approval	3,779 votes
No for Rejection	1,966 votes

DELAND INSTRUCTIONS TO CHIEF OF POLICE

DeLand Instructions to Chief of Police	
Yes for Approval	4,400 votes
No for Rejection	1,455 votes

DELAND BUDGET TRANSFERS

DeLand Budget Transfers	
Yes for Approval	3,471 votes
No for Rejection	2,355 votes

DELAND SHORT TERM BORROWING

DeLand Short Term Borrowing	
Yes for Approval	3,709 votes
No for Rejection	2,040 votes

DELAND RECLAIMED WATER

DeLand Reclaimed Water	
Yes for Approval	4,558 votes
No for Rejection	1,254 votes

DELAND TAX ABATEMENT

DeLand Tax Abatement	
----------------------	--

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

Yes for Approval	3,130	votes
No for Rejection	2,736	votes

PORT ORANGE PARKS & RECREATION

Port Orange Parks & Recreation

Yes for Approval	5,695	votes
No for Rejection	4,215	votes


COUNTY COURT JUDGE


CANVASSING BOARD MEMBER


SUPERVISOR OF ELECTIONS



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C10) Resolution No. 24-30 - Revision to Parks and Recreation Fees

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 24-30.

SUMMARY: The Parks and Recreation Department offers a wide range of programs for all ages as well as facilitates rental agreements with citizens wishing to utilize City facilities for special occasions. The Department reviews program costs annually and makes recommendations for fee changes within the established range, to be used for the upcoming fiscal year so that the Department meets the Council's direction to recover 30% of the costs. Staff also compares the City's rates to programs in surrounding areas. Fee sheets that are included in applications will be updated to meet the Department's cost recovery goals within the range established by resolution.

The following are notable recommended changes for FY25:

- Youth and Adult sports +\$5
- Sports partners +3%
- REC daily youth +\$1
- REC daily Student/senior +\$2
- REC daily Adult +\$5
- Increases in rental fees at most facilities range from \$5 to \$50.

Attached as Exhibit A to Resolution No. 24-30 are the recommended fee ranges with an effective date of October 1, 2024, for all programs and services.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No, 24-30 w exhibit	Resolution No, 24-30 w exhibit.pdf
2.	FY 25 Proposed Fees	FY 25 Proposed Fees.docx

Susan Lovallo

Created/Initiated - 8/6/2024

Susan Lovallo	Approved - 8/6/2024
Jennifer Cox	Approved - 8/6/2024
John McKinney	Approved - 8/16/2024
Matthew Jones	Approved - 8/21/2024
Wayne Clark	Approved - 8/22/2024
Tracee Cody	Final Approval - 8/23/2024

RESOLUTION NO. 24-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED FEES FOR PARKS AND RECREATION FACILITY USE, ATHLETIC PROGRAMS, SENIOR PROGRAMS, AND MISCELLANEOUS SERVICES; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult and senior programs and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment, and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities, and by team sponsors; and

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for recreation activities.

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

Section 1. The fees, rates, and charges set forth in **Exhibit A**, attached hereto and incorporated herein by reference, are hereby established pursuant to the authority set forth in Chapter 50 of the Code of Ordinances.

Section 2. The City Council hereby authorizes the Parks and Recreation Director to adjust those fees within the approved range, as provided herein, based on costs incurred by the City for those particular services and programming that are affected by market conditions and supply chain issues.

Section 3. This resolution shall supersede Resolution No. 22-24 and any conflicting resolutions.

Section 4. The fees established in this resolution shall become effective October 1, 2024.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City

Clerk Adopted on the day of

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

EXHIBIT A

All fee ranges will be evaluated annually by department and fee sheets included in applications will be updated to meet departments cost recovery goals within the range.

Youth Program Ranges

Sports Programs	\$60- \$120
Camps/ Trips	\$100- \$1000

Adult Program Ranges (anyone 18 tears and older)

Sports Programs	\$60- \$100
-----------------	-------------

Special Program Fee Ranges

Senior Games Team Sport	\$35-\$100
Senior Games Individual	\$20-\$75
Senior Games 2 nd category	\$10-\$20 Each additional sport
Parade Entry Fee	\$30-\$100
Mayors Golf Tn.	\$90-\$120
General P&R Programs	\$0- \$150

Sponsor Fee Ranges

Program Sponsor	\$400- \$4000
Scoreboard	\$3200- \$5000

Parks & Recreation Partner Fees

Youth Sport/Rec Program ½ year	\$3,500- \$5,000 annually
Youth Sport/Rec Full Year	\$7,000- \$8,000 annually

Athletic Facility Fee Range

Ball Field BB or Soccer	\$35-\$60 per hr. per field
Ball Field Tournament	\$250-\$500 per field per day
Light Fee per hour	\$20- \$25 per field
Hard Court with lights per hr.	\$25- \$50 per court
Hard Court Tn. with lights	\$250- \$400 per day

Athletic Services Fee Range

Tournament Field Prep	\$50-\$100 per field per day
Field Prep per field	\$25-\$500 1 time
Athletic Concession stand (Bldg.)	\$500-\$700 per season
Athletic Concessionaire (cart)	\$250-\$500 per season
Concessionaire Non-Profit	\$100- \$300 per day/season
Temporary Fence	\$75- \$150 per field
Uniform replacement	\$20-\$50

Lakeside Center Fee Range

Whole Bldg. Weekday per Hr.	\$85- \$125 /Weekend \$125- \$200
Lakeview Room	\$40-\$90 per hour
Community Room	\$60- \$100 per hour
Conference Range Weekdays only	\$450- \$650 per event
Wedding Package	\$1700- \$2100 per event
Lakeside Lawn	\$20-\$50 per hour
Lakeside Concession	\$250- \$450 per day

Adult Activity Center Fee Range

Whole Building weekday	\$75-\$150 per hour
Half Building weekday	\$40- \$65 per hour
Whole building weekend	\$130-\$160 per hour
Club Fee	\$200- \$1,000 annually

Special Event Facility Fee Range

Amphitheater per hour	\$120-\$200
City Center per section	\$60- \$100 per hour
Riverwalk per section	\$60-\$100 per hour
Pavilion Large	\$75-\$125 per 3 hours
Pavilion Small	\$50- \$100 per 3 hours

Event Concessionaire	\$25-\$500 per day
Event Exhibitor	\$15-\$250 per day
Class Rental	\$15- \$75 per hour

The REC Membership Fee Range

Daily Youth	\$2-\$8 per day
Daily Student/ Senior (18/55)	\$4- \$10 per day
Daily Adult (18 -54)	\$6-\$15 per day
Monthly Youth	\$10-\$20 per month
Monthly Student/ Senior (18/55)	\$15- \$25 per month
Monthly Adult (18 -54)	\$20-\$30 per month
Annual Youth	\$60-\$100 per year
Annual Student/ Senior (18/55)	\$70- \$110 per year
Annual Adult (18 -54)	\$80-\$120 per year

The REC Rental Fess Range

Mini Gym Whole	\$50-\$80 per hour
Mini Gym Half	\$30-\$50 per hour
Gym Court 1	\$60-\$90 per hour
Gym Courts 2&3	\$100- \$200 per hour
E-Sports Room	\$30-\$60 per hour
Teen Lounge	\$20-\$50 per hour
Multi- Purpose Room	\$20-\$50 per hour

The REC Additional Fee Range

Locker Padlock	\$5-\$8 per lock
REC Merchandise	\$1- \$50 per item

City Services Fee Range

Electrical Pedestal rental	\$50- \$75 each
Additional Trash Receptacles	\$2-\$5 per can
Barricades	\$2- \$5 per barricade
Fulltime City Staff (P&R, PU, PW)	\$35-\$50 per hour
Part time Staff	\$20-\$25 per hour
Water Hook up	\$25-\$35 per connection
Cones	\$1-\$3 per cone
Electronic Sign Board	\$75-\$250 per day
Alcohol Fee	\$100-\$150 per application
Memorial Tree, Brick Bench	\$50- \$2500
Rental Deposits	50% of rental up to \$100

FY 25 Fee Schedule

Youth Program

- Sports Programs
 - Rookies \$60 FY24 \$55
 - All other leagues \$80 FY24 \$75
- Camps/ Trips
 - Elementary Summer Camp: \$600 FY24 \$500
 - Elementary Camp Trips: \$200 FY24 \$175
 - Teen Trip Program: \$600 No changes
 - Camp REC: \$40 per day (3–5-day break camps) No changes

Adult Program Fee (anyone 18 years and older)

- Sports Programs
 - \$60 FY24 \$55

Special Program Fee

- Senior Games Team Sport
 - Softball \$35 FY24 \$30
 - Golf \$50 no change
- Senior Games Individual
 - \$20 FY24 \$15
- Senior Games additional sport
 - \$10 FY24 \$5
- Parade Entry Fee
 - Non-Profit: \$30 FY24 \$25
 - For-Profit: \$55 FY24 \$50
- Mayors Golf Tn.
 - Sponsor Range \$150 - \$5000
 - Early Bird: \$90 FY24 \$80
 - Regular: \$95 FY24 \$85
- General P&R Programs
 - Esports and Parents Night Out:
 - \$15 Non-REC Members No Changes
 - \$10 REC Members No Changes
 - Family Movie Nights: \$2
 - Family Trivia Nights: \$10 per team
 - Royal Ball:
 - \$15 Non-REC Members No Changes
 - \$10 REC Members No Changes

- RSN Karaoke: Free no changes
- Get Fit: \$60 FY24 \$50.00

Sponsor Fee

- Program Sponsor \$400 FY24 \$350
- Scoreboard \$3250 FY24 \$3,000

Parks & Recreation Partner Fees

- Youth Sport/Rec Program ½ year
 - \$3,536 annually FY24 \$3,433
- Youth Sport/Rec Full Year
 - \$7072 annually FY24 \$6,866

Athletic Facility Fee

- Ball Field BB or Soccer
 - \$35 per hour FY24 \$30
- Ball Field Tournament
 - \$250 per field per day FY24 \$200
- Light Fee per hour
 - \$20 per hour per field FY24 \$15
- Hard Court with lights
 - \$25 per hour per court FY24 \$20
- Hard Court Tn. with lights
 - \$250 per day FY24 \$200

Athletic Services Fee

- Tournament Field Prep
 - \$50 per field per day FY24 \$35
- Field Prep per field
 - \$25 FY24 \$20
- Athletic Concession stand (Bldg.)
 - \$500 per season no change
- Athletic Concessionaire (cart)
 - \$250 per season FY24 \$200
- Concessionaire Non-Profit
 - \$100 per day/season no change
- Temporary Fence
 - \$75 per field no change
- Uniform replacement
 - \$20 No Changes

Lakeside Center

- Whole Bldg. Weekday per Hr.
 - Weekday: \$85 per hour FY24 \$80
 - Weekend: \$130 per hour FY24 \$125
- Lakeview Room Weekdays only
 - \$40 per hour FY24 \$35
- Community Room Weekdays only
 - \$60 per hour FY24 \$55
- Conference Range Weekdays only
 - \$450 per event FY24 \$400
- Wedding Package
 - \$1,700 per event FY24 \$1500
- Lakeside Lawn
 - \$20 per hour FY24 \$17.50
- Lakeside Concession
 - \$250 per day FY24 \$200

Adult Activity Center

- Whole Building weekday
 - \$75 per hour FY24 \$70
- Half Building weekday
 - \$40 per hour FY24 \$35
- Whole building weekend
 - \$130 per hour FY24 \$125
- Class whole building
 - \$55 per hour FY24 \$50
- Class half Building
 - \$30 per hour FY24 \$25
- Adult Center Club
 - \$200 per year no changes

Special Event Facility Fee Range

- Amphitheater per hour
 - \$120 FY24 \$100
- City Center per section
 - \$60 per hour FY24 \$50
- Riverwalk per section
 - \$60 per hour FY24 \$50
- Pavilion Large
 - \$75 per 3 hours no changes

- Pavilion Small
 - \$50 per 3 hours no changes
- Event Concessionaire (varies)
 - \$25-\$500 per day no changes
- Event Exhibitor (varies)
 - \$15-\$250 per day no changes
- Class Rental (varies)
 - \$15-\$75 per hour no changes

The REC Membership Fee

- Daily Youth
 - \$2 FY24 \$1
- Daily Student/ Senior (18/55)
 - \$4 FY24 \$2
- Daily Adult (18 -54)
 - \$6 FY24 \$3
- Monthly Youth
 - \$10 No Changes
- Monthly Student/ Senior (18/55)
 - \$15 No Changes
- Monthly Adult (18 -54)
 - \$20 No Changes
- Annual Youth
 - \$60 FY24 \$55
- Annual Student/ Senior (18/55)
 - \$70 FY24 \$65
- Annual Adult (18 -54)
 - \$80 FY24 \$75

The REC Rental Fees

- Mini Gym Whole
 - Weekend: \$60 per hour FY24 \$50
 - Weekday: \$50 per hour No Changes
- Mini Gym Half
 - Weekend: \$40 per hour FY24 \$30
 - Weekday: \$30 per hour No Changes
- Gym Court 1
 - \$ 60 per hour No Changes
- Gym Courts 2&3
 - \$100 per hour No Changes
- E-Sports Room

- Weekend: \$40 per hour FY24 \$30
- Weekday: \$30 per hour No Changes
- Teen Lounge
 - Weekend: \$30 per hour FY24 \$20
 - Weekday: \$20 per hour No Changes
- Multi- Purpose Room
 - Weekend: \$30 per hour FY24 \$20
 - Weekday: \$20 per hour No Changes

The REC Additional Fee

- Locker Padlock
 - \$5 each FY24 \$20
- REC Merchandise
 - \$1- \$50 per item No Changes

City Services Fee

- Electrical Pedestal rental
 - \$50 each no changes
- Additional Trash Receptacles
 - \$2 each no changes
- Barricades
 - \$2 each no changes
- Fulltime City Staff (P&R, PU, PW)
 - \$35 per hour FY24 \$25
- Part time Staff
 - \$20 per hour FY24 \$15
- Water Hook up
 - \$25 per connection no changes
- Cones
 - \$1 each no changes
- Electronic Sign Board
 - \$75 per day no changes
- Alcohol Fee
 - \$100 FY24 \$75
- Memorial Tree, Brick Bench
 - \$50- \$2500 no changes
- Rental Deposits
 - 50% of rental up to \$100 no changes



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

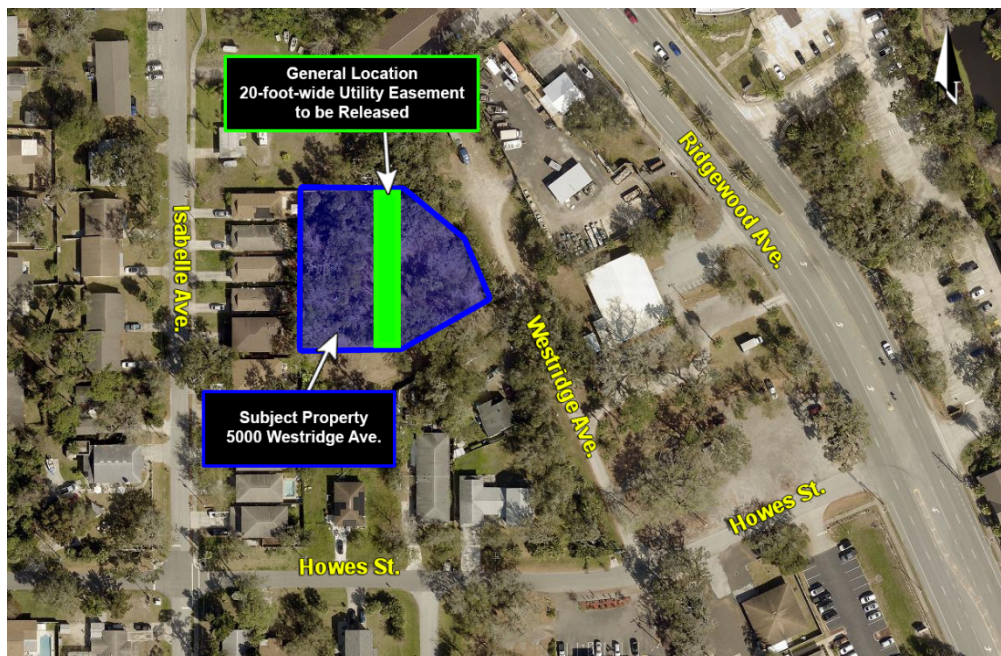
SUBJECT: (C11) Approval of Partial Release of Utility Easement on Lot 1, Block H, of Allendale (5000 Westridge Avenue)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the partial release of the utility easement on Lot 1, Block H of Allendale and authorize Mayor and City Clerk to sign all necessary documents

SUMMARY: Staff has received a request for the partial release of an existing Utility Easement to accommodate the construction of a new single-family home. The subject property, Lot 1, Block H, of Allendale Subdivision, is located at 5000 Westridge Avenue. There is a recorded 20-foot-wide Utility Easement through the middle of the subject property. The property owners, Anthony and Marjorie DiCamillo, met with City staff regarding the proposed easement vacation to accommodate the construction of a new single-family home, and there is no staff objection to the release of the portion of the existing 20-foot-wide Utility Easement that runs through the middle of the subject property.



The application to release a portion of the easement and legal description has been

reviewed for completeness and accuracy. Staff have reviewed this request and confirmed with the Public Utilities and Engineering Departments that no City utilities are currently located within the easement or future utilities are planned to be installed within the easement located on the subject property. If approved, the property owner intends to submit a building permit to construct a single-family home on the subject property.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Release of Easement w exhibits	Release of Easement w exhibits.pdf
2.	Existing Easement Agmt 1992	Existing Easement Agmt 1992.pdf
3.	Property Survey	Property Survey.pdf

Lisa Epstein	Created/Initiated - 7/30/2024
Tim Burman	Approved - 8/1/2024
Shannon Balmer	Approved - 8/13/2024
Wayne Clark	Approved - 8/13/2024
Tracee Cody	Final Approval - 8/13/2024

Portion of Parcel No. 6310-07-81-0010

Cross Reference to Instrument No. 1992-137631
Official Records Book 3777 Page 3760

PARTIAL RELEASE OF UTILITY EASEMENT

THIS Release of Perpetual Access Maintenance and Drainage Easement is made this _____ day of _____, 2024, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and **Anthony DiCamillo and Marjorie DiCamillo**, whose address is, whose address is 717 Breckenridge Drive, Port Orange, Florida 32127, hereinafter “Owners”.

W I T N E S S E T H:

WHEREAS, Anthony DiCamillo and Marjorie DiCamillo are the fee simple owners of the property where the Easement is located, said property being legally in **Exhibit “A”**, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on October 8, 1992, Angelo Renko and Marjorie E. Renko, predecessors-in-interest to the Owners, granted to the City a Utility Easement, that document having been filed of record on October 12, 1992, in Official Records Book 3777, Pages 3760, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement being legally described in **Exhibit “B”**, attached hereto and made a part hereof by reference; and

WHEREAS, the Owners have requested the City release the portion of the Easement within the boundary of the Property for the purpose of constructing a new home; and

WHEREAS, City staff have reviewed said request and confirmed that no City utilities are currently located within the Easement and there are no future plans to install utilities within the portion of the Easement located on the Property; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the portion of the Easement located on the Property will not adversely impact the operation and maintenance of the utilities in that area and any future development of the Property will be required to comply with the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, hereby releases to the Owners, its successors and assigns forever, that portion of the Easement located on the Property, as more particularly described, and graphically depicted on boundary survey, marked as **Exhibit “C”**, attached hereto and made apart hereof by reference.

IN WITNESS WHEREOF, the City, has executed this **Partial Release of Utility Easement** by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA

a Florida chartered municipal corporation

Witness: _____

Printed Name: _____

1000 City Center Circle
Port Orange, Florida 32129

By: _____

Donald O. Burnette, Mayor

Witness: _____

Printed Name: _____

1000 City Center Circle
Port Orange, Florida 32129

Attest:

Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF UTILITY EASEMENT** was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2024, by Donald O. Burnette, the Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, for the purposes stated therein. They are personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

EXHIBIT "A"

Lot 1, Block H, and vacated Rogers Avenue adjacent to Lot 1, Block H, ALLANDALE, according to the map or plat thereof as recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, Public Records of Volusia County, Florida.

and

Lots 18, 19, 20, 21 and 22, Block 44, and vacated Rogers Avenue North of the Westerly projection of the Southerly line of Lot 1, Block H, ALLANDALE, according to the map or plat thereof as Recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, of Volusia County, Florida.

Less and Except that certain property conveyed in Warranty Deed recorded in Book 8192, Page 2911 of the public records of Volusia County, Florida, more particularly described as follows:

The South 30 feet of Lot 1, Block H, and vacated Rogers Avenue adjacent to Lot 1, Block H, ALLANDALE, according to the map or plat thereof as recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, of Volusia County, Florida.

Parcel Identification Number: 6310-07-81-0010

EXHIBIT “B”

Easement description taken from in Official Records Book 3777, Pages 3760 of the Public Records Volusia County, Florida:

The West 20.00 feet of Rogers Avenue, a 60 foot Right of Way, Situate between Block 44 and Block H, Map of Allandale, Recorded in Map Book 4, Page 146, Public Records of Volusia County, Florida. This part of Rogers Avenue having been vacated per Resolution No. 91-254, recorded in Official Records Book 3709, Page 4381, Public of Volusia County, Florida.

EXHIBIT "C"

That portion of the West 20.00 feet of Rogers Avenue, a 60 foot Right of Way, Situate between Block 44 and Block H, Map of Allandale, Recorded in Map Book 4, Page 146, Public Records of Volusia County, Florida, this part of Rogers Avenue having been vacated per Resolution No. 91-254, recorded in Official Records Book 3709, Page 4381, Public of Volusia County, Florida, as located on the property more particularly described as:

Lot 1, Block H, and vacated Rogers Avenue adjacent to Lot 1, Block H, ALLANDALE, according to the map or plat thereof as recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, Public Records of Volusia County, Florida.

and

Lots 18, 19, 20, 21 and 22, Block 44, and vacated Rogers Avenue North of the Westerly projection of the Southerly line of Lot 1, Block H, ALLANDALE, according to the map or plat thereof as Recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, of Volusia County, Florida.

Less and Except that certain property conveyed in Warranty Deed recorded in Book 8192, Page 2911 of the public records of Volusia County, Florida, more particularly described as follows:

The South 30 feet of Lot 1, Block H, and vacated Rogers Avenue adjacent to Lot 1, Block H, ALLANDALE, according to the map or plat thereof as recorded in Plat Book 4, Page 146, was converted to Plat Book 17, Page 166, of Volusia County, Florida.

Parcel Identification Number: 6310-07-81-0010

BOUNDARY SURVEY

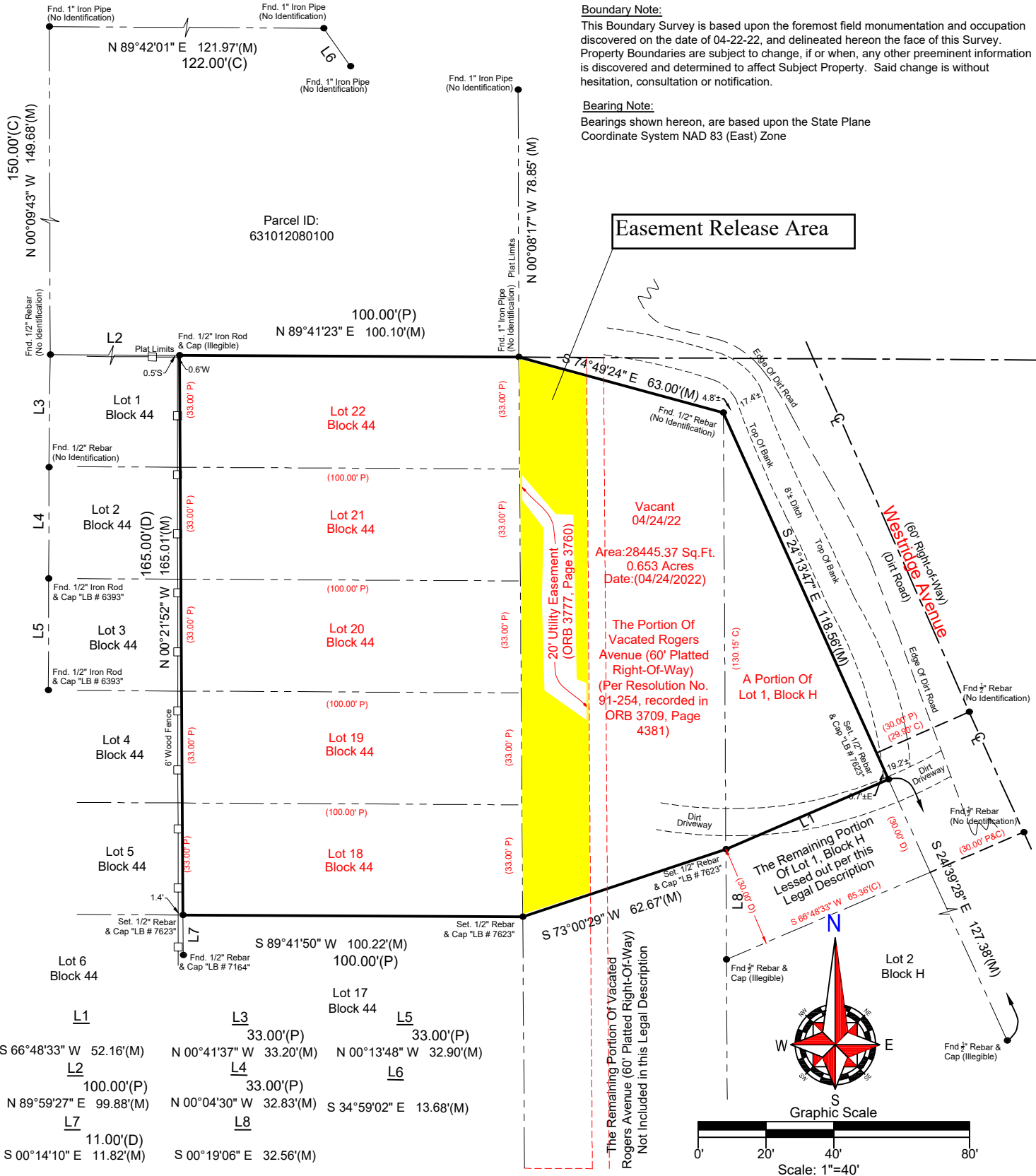
LEGAL DESCRIPTION:

EXHIBIT C

For purposes of graphic depiction of Easement Release Area Only

FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X500. THIS PROPERTY WAS FOUND IN CITY OF PORT ORANGE, COMMUNITY NUMBER 120313, DATED 9/29/2017.

CERTIFIED TO:
ANTHONY DICAMILLO AND MARJORIE DICAMILLO; FIRST AMERICAN TITLE INSURANCE COMPANY



Field Date: 5/5/2022 Date Completed: 04/26/22
Drawn By: J.P. File Number: S-103951

-Legend-	
C	- Calculated
CC	- Centerline
CB	- Concrete Block
CM	- Concrete Monument
Conc.	- Concrete
D	- Description
DE	- Drainage Easement
Esmt.	- Easement
F.E.M.A.	- Federal Emergency Management Agency
FFE	- Finished Floor Elevation
Fnd.	- Found
IP	- Iron Pipe
L	- Length (Arc)
M	- Measured
N&D	- Nail & Disk
N.R.	- Non-Radial
ORB	- Official Records Book
P	- Plat
P.B.	- Plat Book
□	- Wood Fence
PC	- Point of Curvature
Pg.	- Page
PI	- Point of Intersection
P.O.B.	- Point of Beginning
P.O.L.	- Point on Line
PP	- Power Pole
PRM	- Permanent Reference Monument
PT	- Point of Tangency
R	- Radius
Rad.	- Radial
R&C	- Rebar & Cap
Rec.	- Recovered
Rfd.	- Roofed
Set	- Set 1/2" Rebar & Cap "LB 7623"
Rebar	- Typical
UE	- Utility Easement
WM	- Water Meter
Δ	- Delta (Central Angle)
—○—	- Chain Link Fence

-NOTES-

>Survey is Based upon the Legal Description Supplied by Client.

>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.

>Subject to any Easements and/or Restrictions of Record.

>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".

>Building Ties are NOT to be used to reconstruct Property Lines.

>Fence Ownership is NOT determined.

>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.

>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.

>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-

NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 6J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, P.S.M. 6637, LB 7623
This Survey is intended ONLY for the use of Said Certified Parties.
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

STATE OF FLORIDA
COUNTY OF VOLUSIA

UTILITY EASEMENT

BOOK PAGE
3777 3760
VOLUSIA CO. FL

KNOW ALL MEN BY THESE PRESENTS that we, ANGELO J. RENKO and MARJORIE E. RENKO, his wife, whose Post Office address is 120 Howes Street, Allandale, Florida 32127 (Grantors), in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to THE CITY OF PORT ORANGE located in the County of Volusia, State of Florida (Grantee), whose address is Post Office Drawer 291038, Port Orange, Florida 32129, an easement to construct, alter and maintain a water line and sewer line in, over, upon and across the following described land owned by the Grantors, situated in the County of Volusia and State of Florida more particularly described as follows:

The West 20.00 feet of Rogers Avenue, a 60 foot Right of Way, Situate between Block 44 and Block H, Map of Allandale, Recorded in Map Book 4, Page 146, Public Records of Volusia County, Florida. This part of Rogers Avenue having been vacated per Resolution No. 91-254, recorded in Official Records Book 3709, Page 4381, Public Records of Volusia County, Florida.

Together with the right to enter and depart over and across such property insofar as such right to enter and depart is

RECEIVED 15.00 RECD PAYMENT AS
DOC ST \$.70 DESIGNATED FOR CLARK
DETAX \$ 0.00 "C" INTRINSIC & DOC
PENALTY \$ 0.00 STAMP TAXES \$ 0.00
INTEREST \$ 0.00
Clark County Clerk Volusia Co. Florida

RECORDED FOR RECORD
RECORD VERIFIED

137631

92 OCT 12 AM 9:53

CLERK OF THE COURT
CLARK COUNTY, FLORIDA

[Handwritten signature]

BOOK PAGE
3777 3761
VOLUSIA CO. FL

necessary to construct, repair and maintain the same and the rights and privileges necessary for the full use and enjoyment thereof.

This easement is non-exclusive and is therefore granted expressly reserving to Grantors, and their heirs, tenants, successors, and assigns, the right and privilege to use the above-described easement in conjunction with the Grantee for all purposes not inconsistent with Grantee's reasonable use, or enjoyment thereof for the purposes set forth hereinabove.

The right, privilege and easement herein granted will automatically cease and terminate and revert to the Grantors in the event that the Grantee does not require the use of the said easement and abandons the said easement.

IN WITNESS WHEREOF, the Grantor has executed this Agreement and Grantee has accepted the same this 8th day of October, 1992.

Witnesses as to Grantors:

Anne L. Ross
Print Name: Anne L. Ross

Anna Lee Clegg
Print Name: Anna Lee Clegg

Angelo E. Renko
ANGELO E. RENKO
SS#264-23-3822

Margaret E. Renko
MARGARET E. RENKO
SS#097-38-4151

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the county and state aforesaid to take

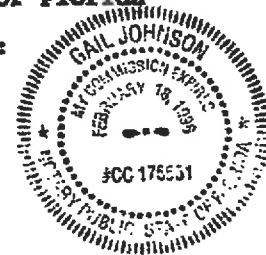
BOOK PAGE
3777 3762
VOLUSIA CO. FL

acknowledgments, personally appeared ANGELO J. RENKO and MARJORIE E. RENKO, who are personally known to me or have produced a current driver's license as identification and who executed the foregoing Utility Easement and acknowledged before me that they executed the same and they did take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this 8th day of October, 1992.


Print Name: Gail Johnson
Notary Public, State of Florida

My Commission Expires:



This instrument was prepared
by:

H. Charles Woerner, Jr., Esquire
2001 South Ridgewood Avenue
South Daytona, Florida 32119

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOT 1, BLOCK H, AND VACATED ROGERS AVENUE ADJACENT TO LOT 1, BLOCK H, ALLANDALE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 146, WAS CONVERTED TO PLAT BOOK 17, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOTS 18, 19, 20, 21 AND 22, BLOCK A, AND VACATED ROGERS AVENUE NORTH OF THE WESTERN PROJECTION OF THE SOUTHERLY LINE OF LOT 1, BLOCK H, ALLANDALE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 146, WAS CONVERTED TO PLAT BOOK 17, PAGE 166, OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT CERTAIN PROPERTY CONVERTED IN WHOLE OR IN PART TO PLAT BOOK 17, PAGE 291, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30 FEET OF LOT 1, BLOCK H, AND VACATED ROGERS AVENUE ADJACENT TO LOT 1, BLOCK H, ALLANDALE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 146, WAS CONVERTED TO PLAT BOOK 17, PAGE 166, OF VOLUSIA COUNTY, FLORIDA.

FLOOD INFORMATION:

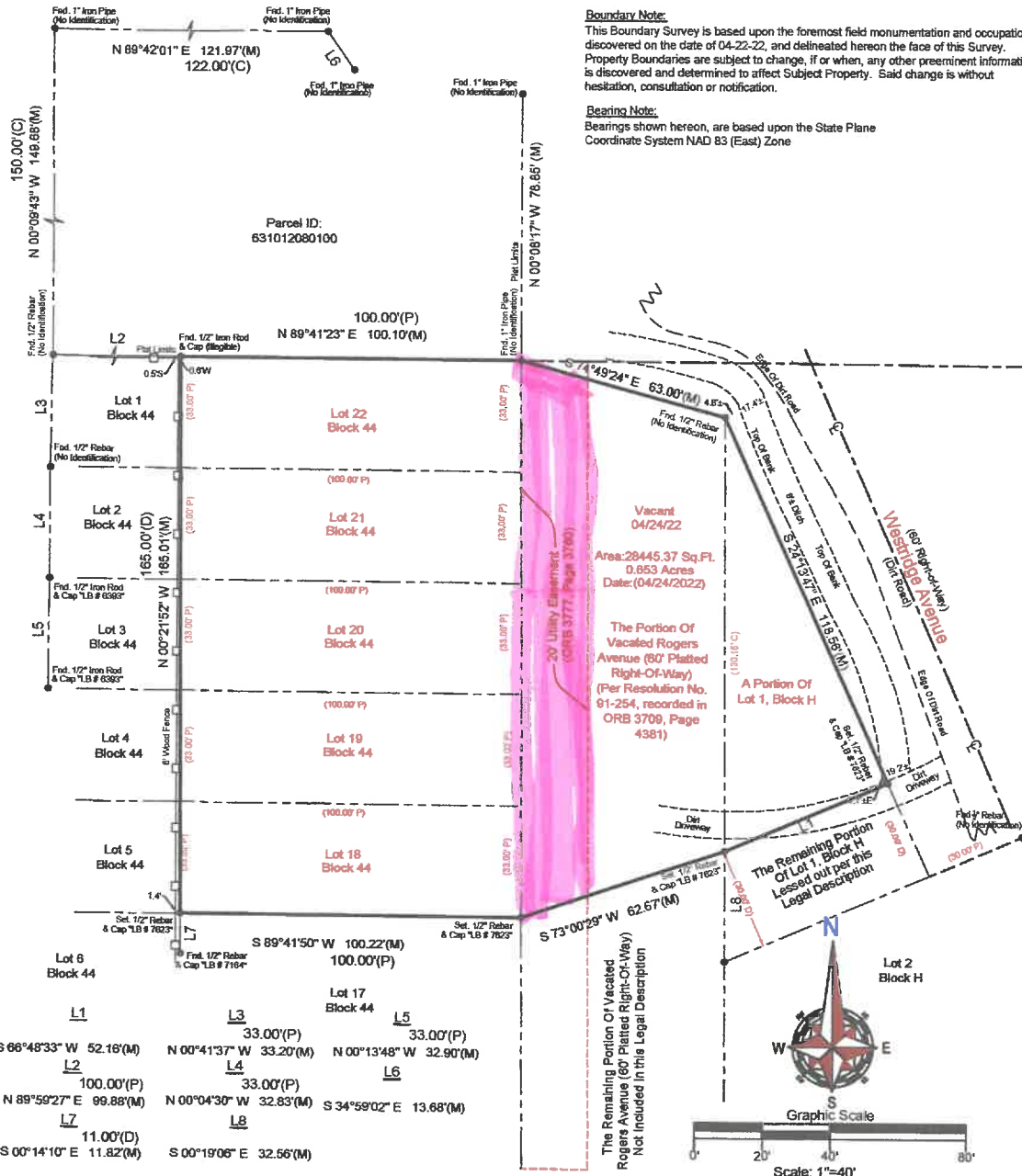
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X500. THIS PROPERTY WAS FOUND IN CITY OF PORT ORANGE, COMMUNITY NUMBER 120313, DATED 9/29/2017.

CERTIFIED TO:

ANTHONY DICAMILLO AND MARJORIE DICAMILLO; FIRST AMERICAN TITLE INSURANCE COMPANY



5000 WESTRIDGE AVENUE, PORT ORANGE, FLORIDA 32127



Field Date: 4/22/2022 Date Completed: 04/26/22
Drawn By: File Number: S-103951

Legend	
C - Calculated	PC - Point of Curvature
CB - Centerline	Pg - Page
CM - Concrete Monument	P.O.B. - Point of Beginning
Conc. - Concrete	P.O.L. - Point on Line
D - Description	PP - Power Pole
DE - Drainage Easement	PRM - Permanent Reference Monument
Easmt. - Easement	PT - Point of Tangency
F.E.M.A. - Federal Emergency Management Agency	R - Radius
FEE - Finished Floor Elevation	R&C - Rebar & Cap
Fnd. - Foundation	Rsp. - Recovered
IP - Iron Pipe	RKL - Rooftop
L - Length (Arc)	Set - Set 1/2" Rebar & Cap 1.5" 7623"
M - Monument	Typ. - Typical
N&D - North & Dike	UE - Utility Easement
N.R. - Non-Radius	WM - Water Meter
ORB - Official Records Book	Δ - Delta (Central Angle)
P - Plat	-O- - Chain Link Fence
P.B. - Plat Book	
W - Wood Fence	

NOTES:
>Survey is Based upon the Legal Description Supplied by Client.
>Abstracting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Mistakes.
>Subject to any Easements and/or Reservations of Record.
>Shading Tests shown hereon, is Assumed and Based upon the Line Denoted with a "B".
>Building This are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.

NONE VISIBLE

-POINTS OF INTEREST-

I hereby certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 34-17, 002 Florida Administrative Codes, Pursuant to Section 472.127 Florida Statutes.

Patrick K. Ireland, P.E. 6637 LB 7823
This Survey is intended ONLY for use of Said Certified Parties.
This Survey NOT VALID UNLESS signed and Embossed with Surveyor's Seal.
Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (C12) Interlocal Agreement with Volusia County - Collection of Volusia County Thoroughfare Road Impact Fees

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with Volusia County related to the collection of Volusia County Thoroughfare Road Impact Fees and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The proposed Interlocal Agreement between the City of Port Orange and Volusia County will maintain the existing method of collecting Volusia County thoroughfare road impact fees. On June 25, 2024, Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees. House Bill 479 requires:

- (1) Creation and execution of an Interlocal Agreement between a county and its cities that the county will continue to collect its thoroughfare road impact fees or
- (2) Establish a process for the city to collect the required County thoroughfare road impact fees and provide payment to the County.

The Interlocal Agreement will allow Volusia County to collect its required thoroughfare road impact fees as it currently does. The City currently requires a developer or property owner to provide a Volusia County thoroughfare road impact fee payment receipt or written documentation from Volusia County stating that no thoroughfare road impact fees are required before issuing a Certificate of Completion or Occupancy. If approved, the Interlocal Agreement will maintain the current process for collecting Volusia County thoroughfare road impact fees. The proposed Interlocal Agreement does not change the requirements for paying the City's Transportation Impact Fee.

If approved, the Interlocal Agreement will commence on September 30, 2024, and continue until terminated by either party.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Interlocal Agreement with Volusia County	Volusia Co Transportation Impact Fee Interlocal Agreement.pdf
----	--	---

Robin Fenwick	Created/Initiated - 8/15/2024
Tim Burman	Approved - 8/19/2024
Shannon Balmer	Approved - 8/19/2024
Wayne Clark	Approved - 8/21/2024
Tracee Cody	Final Approval - 8/21/2024

INTERLOCAL AGREEMENT
REGARDING TRANSPORTATION IMPACT COORDINATION
BETWEEN THE COUNTY OF VOLUSIA ("COUNTY")

AND

CITY OF PORT ORANGE, FLORIDA ("CITY")

THIS INTERLOCAL AGREEMENT REGARDING TRANSPORTATION IMPACT COORDINATION (hereinafter "Agreement") is made and entered into this ____ day of _____, 2024, by and between the City of Port Orange, Florida, chartered municipal corporation (hereinafter referred to as the "City") and the County of Volusia (hereinafter referred to as the "County") (Individually, "Party" and collectively, "Parties.").

WITNESSETH

WHEREAS Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Stat.; and

WHEREAS, the county-wide thoroughfare road system consists of all state roadways and any roadway that designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, connects municipalities and regions of the County and is an important component for the County and the Cities; and

WHEREAS, the County and Cities have coordinated on the imposition and collection of thoroughfare road impact fees; and

WHEREAS, currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system; and

WHEREAS, Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, local business tax receipt, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee ("impact fee") has been paid;

WHEREAS, CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that require the entity issuing the building permit to collect the impact fees; and

WHEREAS, new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

WHEREAS, the purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads;

SECTION 1. The above recitals are hereby incorporated in this Agreement as adopted findings of fact and intent.

SECTION 2. IMPOSITION AND COLLECTION OF COUNTY THOROUGHFARE ROAD IMPACT FEES

- a. Pursuant to section 163.3180(5)(j)(4), Fla. Stat., the County thoroughfare road impact fees are imposed County wide, including in the incorporated areas of the City, as provided in Chapter 70, Article III, of the Code of Ordinances, County of Volusia.
- b. Pursuant to section 70-76(a) of the Code of Ordinance, County of Volusia, the person applying for the issuance of a building permit shall make an application, verified by City staff, to the County for an impact fee statement. The County shall issue an impact fee statement to the applicant for a building permit. Such impact fee statement sets forth the amount of the impact fee due.
- c. County shall provide the City with appropriate contact information for personnel who will administrate the collection of impact fees.
- d. City and County agree that payment and collection of county impact fees shall:
 - ☒ be in the same manner as provided in Section 70-76 of the Code of Ordinances, County of Volusia. Fee payers shall pay the thoroughfare road impact fees to the County of Volusia. Pursuant to Section 70-77 of the Code of Ordinances, County of Volusia, the County shall collect and retain the actual costs of administering the impact fee program, which is in addition to the impact fee; or
 - ☐ be collected by the City, as the entity issuing building permits, prior to the issuance of a certificate of occupancy, or the occupancy of the building. The City retains their portion of the actual costs of administering the impact fee program, which is in addition to the impact fee. Thoroughfare Road Impact Fees collected by the City shall be transferred to the County every month on the 15th of each month together with documentation on that each building or structure has paid the required impact fee.
- e. County shall use the collected Impact Fees in the same manner as provided in Sections 70-75, 70-76, and 70-77 of the Code of Ordinances, County of Volusia.

SECTION 3. NONPAYMENT OF COUNTY IMPACT FEES FOR DEVELOPMENTS IN MUNICIPAL AREAS THAT IMPACT THE COUNTY THOROUGHFARE ROAD SYSTEM

- a. County and City agree that in the event of non-payment of impact fees by the fee payer the City shall not issue a certificate of occupancy or approve occupancy of the building for which impact fees are due.

- b. If the fee payer has not paid the impact fees, the County may use the process provided in section 70-76 for collection of the impact fee.

SECTION 4. REFUND

- a. Nothing in this agreement alters the right of a fee payer to request refunds pursuant to section 70-78 of the Code of Ordinances, County of Volusia.

SECTION 5. TRANSPORTATION CONCURRENCY AND PROPORTIONATE FAIR SHARE; IMPACT FEE CREDITS

- a. Nothing in this agreement modifies, waives, or alters the method for transportation concurrency calculation or imposition or modifies the calculation, methodology, or imposition of proportionate share agreements pursuant to Chapter 70, Article I of the Code of Ordinances, County of Volusia or section 163.3180(5), Fla. Stat.
- b. Impact fee credits generated from transportation concurrency contributions, from proportionate fair share agreements pursuant to Chapter 70, Article I and Section 163.3180(5), or from right-of-way and for completed and accepted non-site related improvements may be used pursuant to section 70-75 and 70-79, of the Code of Ordinances, County of Volusia.
- c. Impact fee credits may be transferred pursuant to section 70-75(c)(3)(e) of the Code of Ordinances, County of Volusia.

SECTION 6. ADMINISTRATIVE REVIEW; INDEPENDENT CALCULATION

- a. Nothing in this agreement modifies or prevents the right of any fee payer to administrative review or hearing of any decisions regarding impact fees under Section 70-81 and 70-82 of the Code of Ordinances, County of Volusia.
- b. Nothing in this agreement modifies or prevents the right of any fee payer to determine their thoroughfare road impact by providing independent traffic documentation pursuant to the provisions of Section 70-75(c)(1) of the Code of Ordinances, County of Volusia.

SECTION 7. RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS. Nothing in this agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or City jurisdiction over the Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8. TERM AND EFFECTIVE DATE. The Term of this Agreement shall commence on September 30, 2024 when filed with the Clerk of the Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Fla. Stat., and shall continue until terminated by either party.

SECTION 9. TERMINATION. The City or County may terminate this Agreement at any time upon providing 90 days written notice of termination to the other Party.

SECTION 10. DISPUTE RESOLUTION.

- a. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other party. Initiation of the dispute resolution process shall operate as a state of the action which is the subject of the dispute.
- b. Notwithstanding the foregoing, in the event that either party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- c. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- d. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues fostering joint problem-solving and exploring settlement alternatives.
- e. If the parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- f. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and Chapter 163, Fla. Stat.

SECTION 11. NOTICE. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Amended Agreement shall be in writing and shall be

provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses as set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, Florida 32720

If to the City: City of Port Orange
Attn: City Manager
Copy to: City Attorney
1000 City Center Circle
Port Orange, Florida 32129

SECTION 12. SOLE BENEFIT. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

SECTION 13. AUTHORITY. The City and County each represent and warrant to the other its respective authority to enter into this Agreement and acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 14. ENFORCEMENT. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

SECTION 15. DEFENSE. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree,

at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 16. AMENDMENTS. Amendments to this Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.

SECTION 17. NO WAIVER OF SOVEREIGN IMMUNITY. Both the City and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or City 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 City or County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

Approved by:

County Attorney's Office

ATTEST:

CITY OF PORT ORANGE, FLORIDA

Robin L. Fenwick, MMC, City Clerk

Donald O. Burnette, Mayor

Approved by:

City Attorney's Office

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: 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	\$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	



July 15, 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 May 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 MAY 2024								
	Current				Year to Date			
			Variance vs.					Variance
Revenue	Actual	Budget	Budget		Actual	Budget	Prior Year	vs. Budget
Green Fees	\$ 101,712	\$ 101,247	\$ 465		\$ 872,027	\$ 953,419	\$ 879,148	\$ (81,392)
Cart Fees	\$ 58,827	\$ 56,063	\$ 2,764		\$ 489,828	\$ 484,726	\$ 437,010	\$ 5,102
Range	\$ 10,114	\$ 8,123	\$ 1,991		\$ 50,962	\$ 57,488	\$ 48,554	\$ (6,526)
Pro- Shop Revenues	\$ 30,369	\$ 21,200	\$ 9,169		\$ 250,572	\$ 195,300	\$ 203,864	\$ 55,272
City Surcharge R/R	\$ 3,317	\$ 3,830	\$ (513)		\$ 27,166	\$ 31,370	\$ 29,235	\$ (4,204)
Total Revenue	\$ 204,339	\$ 190,463	\$ 13,876		\$ 1,690,555	\$ 1,722,303	\$ 1,597,811	\$ (31,748)
Cost of Sales	\$ 22,918	\$ 22,918	\$ -		\$ 157,086	\$ 114,905	\$ 128,088	\$ 42,181
Merchandise	\$ 22,918	\$ 22,918	\$ -	83%	\$ 157,086	\$ 114,905	\$ 128,088	\$ 42,181
Gross Margin	\$ 181,421	\$ 167,545	\$ 13,876		\$ 1,533,469	\$ 1,607,398	\$ 1,469,723	\$ (73,929)
Total Payroll	\$ 105,355	\$ 102,962	\$ 2,393		\$ 778,788	\$ 810,782	\$ 653,946	\$ (31,994)
Total Operating Expenses	\$ 82,718	\$ 81,529	\$ 1,189		\$ 590,955	\$ 579,729	\$ 563,901	\$ 11,226
EBITDA	\$ (6,652)	\$ (16,946)	\$ 10,294		\$ 163,726	\$ 216,887	\$ 251,876	\$ (53,161)
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 53,500	\$ 53,500	\$ 51,838	\$ -
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 52,736	\$ 52,736	\$ 51,074	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 764	\$ 764	\$ 764	\$ -
Net Cash From Ops	\$ (13,340)	\$ (23,634)	\$ 10,294		\$ 110,226	\$ 163,387	\$ 200,038	\$ (53,161)
Rounds								
Total Rounds	4,301	4,336	(35)		34,920	37,922	37,029	(3,002)
Paid Rounds	3,726	3,671	55		29,878	33,001	32,155	(3,123)
Avg. GF/CF Total rounds	\$37.33	\$36.28	\$ 1.05		\$39.00	\$37.92	\$35.54	\$ 1.08
Avg. GF/CF Paid rounds	\$43.09	\$42.85	\$ 0.23		\$45.58	\$43.58	\$40.93	\$ 2.00
Avg. Merchandise/round	\$7.06	\$4.89	\$ 2.17		\$7.18	\$5.15	\$5.51	\$ 2.03

Overview:

Total revenues for May finished \$13.8K ahead of budget for the month. With 1.56" of rain recorded in May, the golf course realized 1 unplayable day, and 2 others significantly affected by intermittent weather and cart paths only. Temperatures really heated up quickly in May, with average high temperatures at 87.4 degrees, with average lows of 70. We aerated the entire golf course in May and were closed on May 21, when we aerated our greens. Total revenues came in at \$204.3K, over budget by \$13.8K. We played 4,301 total rounds to a budget of 4,336 (under by 35).

- Total Payroll for the month was \$105.3K, over by \$2.3K.
- Total Operating Expenses were \$82.7K, over by \$1.2K.
- Rounds were shy of budget by 1%, and 5% shy of prior year.
- We missed EBITDA and Net Income projections by \$550. YTD, we are \$53.2K behind YTD projections. We have 4 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.

- The cart path project has commenced with hole #4. This project is estimated at 3 months.
- We have 2 maintenance vehicles on order and another unit scheduled for the next fiscal cycle.
- Range Netting has been placed on hold. The next range project will involve the installation of an artificial tee line.

Tee Sheet Activity:

- There were 4,301 total rounds for the month which included 3,726 paid rounds, 322 Annual Pass rounds and 253 other rounds. These numbers fall 1% shy of budget and 5% less than year.
- The daily temperatures rose significantly in May and our tee sheet softened after 10:30 am on most weekdays.
- Dynamic pricing was turned on in May, with only non-resident play being affected by this pricing strategy.
- Starters and Players earned a 9.9 Staff Experience rating in May.

May 2024 Rounds

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,726	3,671	3,928	29,878	33,001	32,155
ANNUAL	322	477	351	2,946	2,995	2,866
OTHER	253	188	254	2,096	1,926	2,008
TOTAL ROUNDS	4,301	4,336	4,533	34,920	37,922	37,029

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 only saw 1.56" of rain in May, and with the higher temps we have been experiencing, we need some substantial rainfall.
- We aerated the tees and fairways in Mid-may and aerated the greens on May 21. The golf course continues to look and play the best it ever has.

Golf Operations

- We generated \$30.4K in Golf Shop sales (\$9.1K 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 2 golf carts down for repairs.

- Cart revenue (\$58.8K) exceeded budget by \$2.7K.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$1,405 in lessons in May.
- 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 51 players in May, the WGA 18-holers, about 18, and the WGA 9-holers averaged 12 players.
- May was a decent month for tournament activity. We hosted one large event and several smaller outings and leagues in May. With 465 total tournament/outing players, we generated \$37.6K in revenue and rave reviews from the participants.

Marketing and Sales:

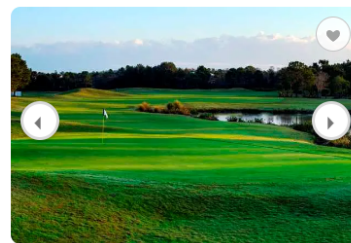
- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- Jeff Dayton played 100 holes on May 28 to raise money for the Folds of Honor HERO100 program. Joining Jeff, were Kevin (68 holes), Dylan (54 holes), Cole (32 holes), and Chase (14 holes). Over \$4,000 was raised for the Folds of Honor.
- We continue to monitor the effectiveness of Noteefy, our new tee time booking assistant.
- June is designated Player Development Month in KemperSports. We will begin our Junior golf camps, and ramp up our social media posts regarding the development of new players to the game. Juniors will play free with a paid adult in June.
- We are now registered as an official site for Youth on Course, a national non-profit organization dedicated to growing the game through junior golf programs.
- Outside tournament bookings are very solid as we have 2 large events in June before it begins to slow down some for the Summer months.
- We continue to maintain our database of emails with approximately 14,659 unique e-mail addresses (+192 from prior month). Our Facebook followers are at 1,603 (up 5) and Instagram is up to 509 (up 7) followers.
- Nightly surveys continued to be strong in May, highlighted by 92 surveys being submitted and an NPS of 89.1. (Please see table below).

	Last Month (May)					Total
	Week of 04/28	Week of 05/05	Week of 05/12	Week of 05/19	Week of 05/26	
# of responses	15	14	22	16	25	92
Net Promoter Score						
Property NPS	100.0	100.0	90.9	81.2	80.0	89.1
Main Score	100.0	100.0	90.9	81.2	80.0	89.1
Key Metrics						
Likelihood to Return	100.0	100.0	100.0	93.8	92.0	96.7
Overall Experience Satisfaction	9.9	9.9	9.7	9.4	8.7	9.4
Service Satisfaction	9.8	10.0	9.8	9.8	9.5	9.8
Value Perception	9.3	9.7	9.0	9.2	8.6	9.1

Google Ratings



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



Year to Date Summary

While we have some ground to make up, the team is confident that we will pull through in the next 4 months. The course is in the best condition ever and poised for a Summer run. We are receiving more annual pass requests and should see an uptick in new passholders in the near future. With the cart path project beginning 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. July 24th & 26th 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, our next generation of customer service training.

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 June 30, 2024

	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	06/30/24
REVENUES													
Green Fees & Cart Fees	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	138,029.42
Merchandise	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	43,083.89
Other Pro Shop	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	2,109.98
Range	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,356.83	4,719.32	6,542.87	7,860.89	8,649.11	10,114.34	7,779.70
Other Operating Revenues	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	3,926.85	3,317.07	3,008.00
TOTAL REVENUE	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	194,010.99
COST OF SALES													
Merchandise	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	35,543.66
TOTAL COGS	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	35,543.66
COGS - Merchandise %	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%	71.4%	60.8%	66.7%	83.0%	82.5%
PAYROLL													
Course and Grounds	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	40,260.93
Carts, Range, Starters, Etc.	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	16,665.60
Pro Shop	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	14,894.38
General and Administrative	16,675.81	16,496.47	16,925.57	35,538.54	16,185.01	17,710.28	20,725.26	17,825.47	18,442.15	16,612.13	17,416.48	18,692.70	17,254.52
Marketing	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	8,203.37
TOTAL PAYROLL	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	97,278.80
OPERATING EXPENSES													
Course and Grounds	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	20,776.66
Carts, Range, Starters, Etc.	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	9,330.33	8,190.64	7,821.09
Pro Shop	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	922.55
General and Administrative	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	33,434.87
Marketing	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	1,962.39
TOTAL OPERATING EXPENSE	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	64,917.56
TOTAL EXPENSES	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	197,740.02
EBITDA	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)	(3,729.03)

For the Month Ending June 30, 2024

[illegible]

**The Golf Club at Cypress Head
Course Cash Flow Report
June 30, 2024**

	<u>June</u>	<u>YTD</u>
EBITDA	(\$3,729.03)	\$159,997.24
Management Fee Expense	(6,592.00)	(59,328.00)
Depreciation & Amortization	<u>(95.53)</u>	<u>(859.77)</u>
Net Income	(10,416.56)	99,809.47
Working Capital Changes		
Inventory	12,295.77	(17,578.90)
Receivables	1,631.01	47,274.94
Payables	(1,785.93)	12,625.79
Due to from the City	313.95	1,557.53
Prepays	(42,661.09)	(6,251.37)
Accrued Liabilities	6,059.16	12,780.58
Other Liabilities	(12,800.31)	(118,741.73)
Depreciation & Amortization	<u>95.53</u>	<u>859.77</u>
Operating Cash Flow	(47,268.47)	32,336.08
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(47,268.47)</u>	<u>32,336.08</u>
Beginning Cash	429,303.80	349,699.25
Net Cash Flows	<u>(47,268.47)</u>	<u>32,336.08</u>
Ending Cash	<u>382,035.33</u>	<u>382,035.33</u>

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 6/1/2024
Account: First

To:
6/30/2024
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	\$398,251.26	\$197,605.90	\$248,423.24	(\$50,817.34)	\$347,433.92
	10050-5950-900	Cash - Course Payroll BMO	\$29,702.54	\$80,000.00	\$76,451.13	\$3,548.87	\$33,251.41
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,631.01	\$12,898.36	\$14,529.37	(\$1,631.01)	\$0.00
	12000-5950-900	Inventory - Merchandise	\$129,234.39	\$24,732.51	\$37,028.28	(\$12,295.77)	\$116,938.62
	13020-5950-900	Prepaid Insurance	\$8,442.20	\$50,367.40	\$8,442.20	\$41,925.20	\$50,367.40
	13040-5950-900	Prepaid Exp - Other	\$11,587.91	\$1,538.20	\$802.31	\$735.89	\$12,323.80
	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	(\$5,179.34)	\$0.00	\$23.12	(\$23.12)	(\$5,202.46)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,845.91)	\$0.00	\$72.41	(\$72.41)	(\$27,918.32)
	30000-5950-900	Accts Pay - Trade	(\$65,767.25)	\$136,525.20	\$134,739.27	\$1,785.93	(\$63,981.32)
	30040-5950-900	Accts Pay - Other	(\$209,896.26)	\$17,598.82	\$17,912.77	(\$313.95)	(\$210,210.21)
	31000-5950-900	Accrued Expenses	(\$5,653.00)	\$5,653.00	\$750.00	\$4,903.00	(\$750.00)
	31020-5950-900	Accrued Payroll	(\$49,915.20)	\$37,347.24	\$48,973.51	(\$11,626.27)	(\$61,541.47)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$2,924.05	\$2,924.05	\$0.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$11,256.90)	\$11,256.90	\$10,592.79	\$664.11	(\$10,592.79)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,008.00	\$3,008.00	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$10,033.80)	\$1,548.98	\$1,926.25	(\$377.27)	(\$10,411.07)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,972.13)	\$2,262.04	\$1,741.02	\$521.02	(\$12,451.11)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$11,020.36)	\$2,755.26	\$0.00	\$2,755.26	(\$8,265.10)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$17,240.86)	\$4,504.45	\$1,358.00	\$3,146.45	(\$14,094.41)
	32070-5950-900	Deferred Rev - Gift Cards	(\$40,632.54)	\$1,853.92	\$1,732.93	\$120.99	(\$40,511.55)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,725.41)	\$749.73	\$775.00	(\$25.27)	(\$11,750.68)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$26,738.89)	\$6,598.73	\$0.00	\$6,598.73	(\$20,140.16)
	32160-5950-900	Deferred Rev - Training Facility	(\$241.60)	\$60.40	\$0.00	\$60.40	(\$181.20)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$52,590.19)	\$0.00	\$7,259.71	(\$7,259.71)	(\$59,849.90)
	5002A-5950-100	Green Fee - Annual	\$0.00	\$0.00	\$25.12	(\$25.12)	(\$25.12)
	5003A-5950-100	Green Fee - Group	(\$99,104.96)	\$0.00	\$8,620.77	(\$8,620.77)	(\$107,725.73)
	50040-5950-100	Green Fees - Member	(\$1,337.62)	\$113.74	\$113.74	\$0.00	(\$1,337.62)
	5006A-5950-100	Green Fee - Junior	(\$4,277.19)	\$0.00	\$582.93	(\$582.93)	(\$4,860.12)
	50070-5950-100	Green Fees - (surcharge)	(\$27,165.36)	\$3,008.00	\$6,016.00	(\$3,008.00)	(\$30,173.36)
	5007A-5950-100	Green Fee - League	(\$26,232.95)	\$0.00	\$4,602.47	(\$4,602.47)	(\$30,835.42)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$175,240.09)	\$0.00	\$16,786.28	(\$16,786.28)	(\$192,026.37)
	5011A-5950-100	Green Fee - Non-Revenue	(\$36.00)	\$0.00	\$0.00	\$0.00	(\$36.00)
	5012A-5950-100	Green Fee - Outing	(\$55,793.49)	\$0.00	\$6,790.87	(\$6,790.87)	(\$62,584.36)
	5014A-5950-100	Green Fee - Resident	(\$242,527.22)	\$5,475.08	\$21,834.46	(\$16,359.38)	(\$258,886.60)
	5015A-5950-100	Green Fee - Senior	(\$182,090.52)	\$0.00	\$19,400.20	(\$19,400.20)	(\$201,490.72)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$0.00	\$0.00	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$5,629.95)	\$0.00	\$0.00	\$0.00	(\$5,629.95)
	50500-5950-200	Cart Fee 18	(\$426,437.47)	\$0.00	\$47,994.96	(\$47,994.96)	(\$474,432.43)
	50520-5950-200	Cart Fee - Annual Trail	(\$63,390.84)	\$0.00	\$6,598.73	(\$6,598.73)	(\$69,989.57)
	52090-5950-600	Handicap Fee	(\$6,505.00)	\$0.00	\$30.00	(\$30.00)	(\$6,535.00)
	52150-5950-600	Lessons	(\$11,359.66)	\$0.00	\$1,115.00	(\$1,115.00)	(\$12,474.66)
	52280-5950-600	Rental Clubs	(\$8,153.29)	\$0.00	\$964.98	(\$964.98)	(\$9,118.27)
	52310-5950-600	Retail	(\$224,554.16)	\$0.00	\$43,083.89	(\$43,083.89)	(\$267,638.05)
	53050-5950-220	Range Pass Revenue	(\$50,961.77)	\$0.00	\$7,779.70	(\$7,779.70)	(\$58,741.47)
	56120-5950-100	City Surcharge R & R	(\$27,166.25)	\$0.00	\$3,008.00	(\$3,008.00)	(\$30,174.25)
	60000-5950-600	COGS - Merchandise - Accessories	\$157,086.39	\$35,543.66	\$0.00	\$35,543.66	\$192,630.05
	70000-5950-100	Gross Payroll - Salaried	\$91,780.51	\$16,504.87	\$5,251.55	\$11,253.32	\$103,033.83
	70000-5950-600	Gross Payroll - Salaried	\$34,607.17	\$6,113.23	\$1,823.84	\$4,289.39	\$38,896.56

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-900	Gross Payroll - Salaried	\$113,223.75	\$20,327.51	\$6,624.32	\$13,703.19	\$126,926.94
	70000-5950-950	Gross Payroll - Salaried	\$55,110.34	\$9,674.36	\$2,692.31	\$6,982.05	\$62,092.39
	70010-5950-100	Gross Payroll - Hourly	\$186,832.51	\$34,862.37	\$11,628.37	\$23,234.00	\$210,066.51
	70010-5950-200	Gross Payroll - Hourly	\$118,461.91	\$22,355.62	\$7,156.44	\$15,199.18	\$133,661.09
	70010-5950-600	Gross Payroll - Hourly	\$57,408.36	\$11,715.47	\$3,603.60	\$8,111.87	\$65,520.23
	70010-5950-900	Gross Payroll - Hourly	\$1,161.00	\$90.96	\$32.04	\$58.92	\$1,219.92
	71000-5950-100	Payroll Tax - FICA	\$20,611.03	\$3,806.75	\$1,250.36	\$2,556.39	\$23,167.42
	71000-5950-200	Payroll Tax - FICA	\$9,275.66	\$1,804.79	\$559.34	\$1,245.45	\$10,521.11
	71000-5950-600	Payroll Tax - FICA	\$6,748.37	\$1,432.21	\$403.66	\$1,028.55	\$7,776.92
	71000-5950-900	Payroll Tax - FICA	\$9,258.97	\$1,421.36	\$462.34	\$959.02	\$10,217.99
	71000-5950-950	Payroll Tax - FICA	\$4,068.00	\$712.36	\$196.71	\$515.65	\$4,583.65
	71010-5950-100	Payroll Tax - UC	\$772.07	\$20.31	\$11.55	\$8.76	\$780.83
	71010-5950-200	Payroll Tax - UC	\$938.04	\$106.64	\$55.96	\$50.68	\$988.72
	71010-5950-600	Payroll Tax - UC	\$411.43	\$44.49	\$21.20	\$23.29	\$434.72
	71010-5950-900	Payroll Tax - UC	\$11.58	\$0.56	\$0.28	\$0.28	\$11.86
	71010-5950-950	Payroll Tax - UC	\$101.87	\$0.00	\$0.00	\$0.00	\$101.87
	71020-5950-100	Payroll Tax - WC	\$5,319.07	\$629.63	\$316.90	\$312.73	\$5,631.80
	71020-5950-200	Payroll Tax - WC	\$2,307.38	\$273.05	\$136.19	\$136.86	\$2,444.24
	71020-5950-600	Payroll Tax - WC	\$1,800.85	\$208.37	\$103.29	\$105.08	\$1,905.93
	71020-5950-900	Payroll Tax - WC	\$2,576.22	\$249.02	\$126.67	\$122.35	\$2,698.57
	71020-5950-950	Payroll Tax - WC	\$1,075.03	\$125.54	\$51.23	\$74.31	\$1,149.34
	71030-5950-100	Benefits	\$21,326.53	\$8,264.12	\$5,368.39	\$2,895.73	\$24,222.26
	71030-5950-200	Benefits	\$138.22	\$2,140.49	\$2,107.06	\$33.43	\$171.65
	71030-5950-600	Benefits	\$9,813.50	\$2,886.42	\$1,550.22	\$1,336.20	\$11,149.70
	71030-5950-900	Benefits	\$19,377.96	\$6,752.33	\$4,341.57	\$2,410.76	\$21,788.72
	71030-5950-950	Benefits	\$4,270.50	\$977.41	\$346.05	\$631.36	\$4,901.86
	80110-5950-200	Cart Supplies	\$429.22	\$0.00	\$0.00	\$0.00	\$429.22
	80120-5950-100	Chemicals	\$5,209.13	\$0.00	\$0.00	\$0.00	\$5,209.13
	80170-5950-100	Course Accessories	\$3,814.90	\$98.15	\$0.00	\$98.15	\$3,913.05
	80230-5950-100	Fertilizer	\$35,632.41	\$547.08	\$0.00	\$547.08	\$36,179.49
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$11,366.65	\$1,193.85	\$0.00	\$1,193.85	\$12,560.50
	80280-5950-100	Fungicides	\$4,713.79	\$0.00	\$0.00	\$0.00	\$4,713.79
	80320-5950-100	Herbicides	\$32,188.83	\$566.98	\$0.00	\$566.98	\$32,755.81
	80370-5950-100	Insecticides	\$7,952.26	\$0.00	\$0.00	\$0.00	\$7,952.26
	80380-5950-900	Janitorial Supplies	\$3,475.75	\$530.10	\$0.00	\$530.10	\$4,005.85
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$4,119.00	\$288.90	\$45.97	\$242.93	\$4,361.93
	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	\$1,500.94	\$0.00	\$0.00	\$0.00	\$1,500.94
	80690-5950-100	Sand/Topdress	\$7,320.49	\$2,455.34	\$0.00	\$2,455.34	\$9,775.83
	80710-5950-100	Seeds/Trees	\$5,420.00	\$0.00	\$0.00	\$0.00	\$5,420.00
	80730-5950-100	Small Tools	\$325.08	\$0.00	\$0.00	\$0.00	\$325.08
	80770-5950-100	Staff/Volunteer Uniforms	\$0.00	\$96.36	\$0.00	\$96.36	\$96.36
	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	\$4,693.01	\$1,172.50	\$249.95	\$922.55	\$5,615.56
	81010-5950-900	Alarm System	\$1,286.00	\$142.00	\$0.00	\$142.00	\$1,428.00
	81090-5950-200	Cart Repairs	\$106.87	\$0.00	\$0.00	\$0.00	\$106.87
	81130-5950-900	Computer Service	\$13,813.92	\$1,525.91	\$0.00	\$1,525.91	\$15,339.83
	81140-5950-900	Contract Cleaning	\$8,075.00	\$1,000.00	\$0.00	\$1,000.00	\$9,075.00
	81200-5950-900	Guest Relations	\$5,713.84	\$477.72	\$0.00	\$477.72	\$6,191.56
	81220-5950-600	Handicap Expense	\$6,412.00	\$0.00	\$0.00	\$0.00	\$6,412.00
	81250-5950-100	Irrigation	\$4,456.46	\$350.00	\$0.00	\$350.00	\$4,806.46
	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	\$3,516.43	\$0.00	\$0.00	\$0.00	\$3,516.43
	81350-5950-100	Repair & Maint - Equipment	\$14,450.19	\$2,210.32	\$150.76	\$2,059.56	\$16,509.75

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-220	Repair & Maint - Equipment	\$1,553.43	\$0.00	\$0.00	\$0.00	\$1,553.43
	81350-5950-900	Repair & Maint - Equipment	\$4,450.55	\$1,973.50	\$0.00	\$1,973.50	\$6,424.05
	81360-5950-100	Repair & Maint - Building	\$1,379.80	\$0.00	\$0.00	\$0.00	\$1,379.80
	81360-5950-900	Repair & Maint - Building	\$6,648.02	\$2,018.50	\$495.00	\$1,523.50	\$8,171.52
	82000-5950-200	Cart Lease	\$57,128.00	\$7,141.00	\$0.00	\$7,141.00	\$64,269.00
	82020-5950-100	Equipment Lease	\$80,670.00	\$10,500.00	\$0.00	\$10,500.00	\$91,170.00
	82060-5950-900	Off-Site Storage	\$1,648.00	\$206.00	\$0.00	\$206.00	\$1,854.00
	83000-5950-100	Utilities - Electric	\$2,118.49	\$303.84	\$0.00	\$303.84	\$2,422.33
	83000-5950-200	Utilities - Electric	\$5,580.68	\$680.09	\$0.00	\$680.09	\$6,260.77
	83020-5950-100	Utilities - Other	\$14,565.39	\$2,334.70	\$0.00	\$2,334.70	\$16,900.09
	83020-5950-900	Utilities - Other	\$17,739.45	\$2,799.70	\$0.00	\$2,799.70	\$20,539.15
	83030-5950-900	Utilities - Telephone/Fax	\$1,591.76	\$198.87	\$0.00	\$198.87	\$1,790.63
	83050-5950-100	Utilities - Water	\$2,220.11	\$270.80	\$0.00	\$270.80	\$2,490.91
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$13,107.46	\$244.39	\$0.00	\$244.39	\$13,351.85
	84070-5950-950	Adv/Promo - Organizations	\$620.00	\$0.00	\$0.00	\$0.00	\$620.00
	84080-5950-950	Adv/Promo - Promotional	\$0.00	\$60.00	\$0.00	\$60.00	\$60.00
	84090-5950-950	Adv/Promo - Radio/Tv	\$0.00	\$1,158.00	\$0.00	\$1,158.00	\$1,158.00
	84110-5950-950	Adv/Promo - Website	\$500.00	\$500.00	\$0.00	\$500.00	\$1,000.00
	85020-5950-900	Bank Charges	\$2,489.33	\$336.36	\$29.98	\$306.38	\$2,795.71
	85050-5950-900	Cash Short/(Over)	(\$997.00)	\$514.86	\$515.90	(\$1.04)	(\$998.04)
	85060-5950-900	Cell Phone	\$1,920.00	\$240.00	\$0.00	\$240.00	\$2,160.00
	85070-5950-900	City Surcharge R & R	\$27,166.25	\$3,008.00	\$0.00	\$3,008.00	\$30,174.25
	85120-5950-900	Credit Card Discounts	\$43,239.36	\$4,772.57	\$85.07	\$4,687.50	\$47,926.86
	85140-5950-900	Donations	(\$2,502.82)	\$3,002.82	\$500.00	\$2,502.82	\$0.00
	85150-5950-900	Dues & Subscriptions	\$539.99	\$1,752.00	\$0.00	\$1,752.00	\$2,291.99
	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
	85160-5950-900	Education & Training	\$0.00	\$220.00	\$0.00	\$220.00	\$220.00
	85190-5950-100	Employee Relations	\$733.77	\$0.00	\$0.00	\$0.00	\$733.77
	85190-5950-900	Employee Relations	\$8,473.54	\$109.63	\$0.00	\$109.63	\$8,583.17
	85200-5950-100	Employee Testing	\$93.28	\$0.00	\$0.00	\$0.00	\$93.28
	85280-5950-900	Insurance Expense	\$73,707.24	\$9,192.20	\$0.00	\$9,192.20	\$82,899.44
	85320-5950-900	Member Relations	\$956.32	\$34.57	\$0.00	\$34.57	\$990.89
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85430-5950-100	O/S - Other	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$4,082.38	\$510.74	\$0.00	\$510.74	\$4,593.12
	85490-5950-900	Postage/Shipping	\$1,204.58	\$78.44	\$7.00	\$71.44	\$1,276.02
	85610-5950-900	Tax/Licenses/Fees	(\$240.00)	\$0.00	\$30.00	(\$30.00)	(\$270.00)
	85720-5950-900	Travel - Other	\$3,669.86	\$173.40	\$0.00	\$173.40	\$3,843.26
	89020-5950-900	Employee Meals	\$0.00	\$37.00	\$0.00	\$37.00	\$37.00
	90000-5950-900	Management Fee	\$52,736.00	\$6,592.00	\$0.00	\$6,592.00	\$59,328.00
	98020-5950-900	Deprec - Mach & Equip	\$184.96	\$23.12	\$0.00	\$23.12	\$208.08
	98040-5950-900	Deprec - Buildings	\$579.28	\$72.41	\$0.00	\$72.41	\$651.69
	R002A-5950-100	Rounds - Annual	15,533.00	317.00	0.00	317.00	15,850.00
	R003A-5950-100	Rounds - Group	19,030.00	383.00	0.00	383.00	19,413.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,440.00	121.00	0.00	121.00	2,561.00
	R007A-5950-100	Rounds - Green Fee - League	16,141.00	245.00	0.00	245.00	16,386.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	12,482.00	459.00	0.00	459.00	12,941.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	962.00	9.00	0.00	9.00	971.00
	R012A-5950-100	Rounds - Green Fee - Outing	11,064.00	296.00	0.00	296.00	11,360.00
	R014A-5950-100	Rounds - Resident	68,053.00	1,141.00	0.00	1,141.00	69,194.00
	R015A-5950-100	Rounds - Green Fee - Senior	28,015.00	675.00	0.00	675.00	28,690.00
	R016A-5950-100	Rounds - Green Fee - Staff	6,076.00	192.00	0.00	192.00	6,268.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,861.00	36.00	0.00	36.00	3,897.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	613.00	0.00	0.00	0.00	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

TRIAL BALANCE SUMMARY FOR 2023
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	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:			175	\$0.00	\$873,144.53	\$873,144.53	\$0.00

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2024

	<u>06/30/24</u>	<u>09/30/23</u>	<u>06/30/23</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	347,434	297,893	353,725
Cash - Payroll	33,251	50,456	26,629
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>382,035</u>	<u>349,699</u>	<u>381,704</u>
Accounts Receivable			
A/R Member	<u>0</u>	<u>47,275</u>	<u>13,528</u>
Total Accounts Recievable	<u>0</u>	<u>47,275</u>	<u>13,528</u>
Other Current Assets			
Inventory - Merchandise	116,939	99,360	98,040
Prepaid Insurance	50,367	45,051	46,290
Prepaid Exp - Other	12,324	11,388	8,291
Total Other Current Assets	<u>179,630</u>	<u>155,800</u>	<u>152,620</u>
TOTAL CURRENT ASSETS	<u>561,665</u>	<u>552,774</u>	<u>547,852</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>(33,121)</u>	<u>(32,261)</u>	<u>(31,974)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,027</u>	<u>3,887</u>	<u>4,174</u>
TOTAL ASSETS	<u><u>564,692</u></u>	<u><u>556,661</u></u>	<u><u>552,026</u></u>

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2024

	<u>06/30/24</u>	<u>09/30/23</u>	<u>06/30/23</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	63,981	51,356	71,628
Accts Pay - Other	210,210	208,653	123,920
Accrued Expenses	750	2,415	800
Accrued Payroll	61,541	50,567	47,160
Accrued Taxes	10,593	7,122	9,503
Deferred Revenue	<u>117,805</u>	<u>236,547</u>	<u>101,108</u>
TOTAL CURRENT LIABILITIES	<u>464,881</u>	<u>556,659</u>	<u>354,120</u>
TOTAL LIABILITIES	<u>464,881</u>	<u>556,659</u>	<u>354,120</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>99,811</u>	<u>2</u>	<u>197,906</u>
Net Retained Earnings	<u>99,811</u>	<u>2</u>	<u>197,906</u>
Stockholders Equity	<u>99,811</u>	<u>2</u>	<u>197,906</u>
TOTAL STOCKHOLDER'S EQUITY	<u>99,811</u>	<u>2</u>	<u>197,906</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u><u>564,692</u></u>	<u><u>556,661</u></u>	<u><u>552,026</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 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												
83,436	70,784	118%	80,338	104%	Green Fees	955,463	1,024,204	93%	959,486	100%	1,227,781	1,162,011
54,594	44,572	122%	48,731	112%	Cart Fee	544,422	529,298	103%	485,741	112%	666,486	670,999
30	0	0%	50	60%	Handicap Fee	6,535	6,150	106%	5,264	124%	6,430	6,822
1,115	3,800	29%	930	120%	Lessons	12,475	22,500	55%	15,638	80%	31,400	14,825
965	400	241%	1,055	91%	Rental Clubs	9,118	6,700	136%	6,845	133%	7,800	11,085
43,084	17,520	246%	34,351	125%	Retail	267,638	181,670	147%	212,503	126%	225,501	341,451
7,780	7,238	107%	6,283	124%	Range	58,741	64,726	91%	54,837	107%	83,261	72,712
3,008	3,240	93%	3,232	93%	City Surcharge R & R	30,174	34,610	87%	32,467	93%	44,187	38,548
194,011	147,554	131%	174,969	111%	Total Revenues	1,884,567	1,869,858	101%	1,772,779	106%	2,292,847	2,318,453
COST OF GOODS SOLD												
35,544	12,264	290%	24,863	143%	COGS - Merchandise	192,630	127,169	151%	152,951	126%	157,851	242,092
35,544	12,264	290%	24,863	143%	Total COGS	192,630	127,169	151%	152,951	126%	157,851	242,092
158,467	135,290	117%	150,106	106%	GROSS MARGIN	1,691,937	1,742,689	97%	1,619,828	104%	2,134,996	2,076,361
82.50%	70.00%	117.86%	72.38%	113.98%	COGS - Merchandise %	71.97%	70.00%	102.82%	71.98%	100.00%	70.00%	867.73%
PAYROLL												
36,228	34,713	104%	27,635	131%	Gross Payroll - Salaried	330,950	312,413	106%	263,359	126%	416,550	437,106
46,604	51,493	91%	41,053	114%	Gross Payroll - Hourly	410,468	461,150	89%	361,978	113%	618,341	532,814
82,832	86,205	96%	68,688	121%	S/T Wages	741,417	773,563	96%	625,337	119%	1,034,892	969,919
6,305	6,595	96%	5,973	106%	Payroll Tax - FICA	56,267	59,178	95%	46,279	122%	79,169	71,893
83	220	38%	141	59%	Payroll Tax - UC	2,318	2,353	99%	1,994	116%	2,816	2,766
751	1,783	42%	1,167	64%	Payroll Tax - WC	13,830	15,580	89%	11,709	118%	20,986	18,016
7,307	7,086	103%	5,612	130%	Benefits	62,234	61,998	100%	50,207	124%	83,261	80,612
14,447	15,684	92%	12,893	112%	S/T Adders	134,649	139,109	97%	110,189	122%	186,231	173,288
97,279	101,890	95%	81,581	119%	TOTAL PAYROLL	876,067	912,672	96%	735,526	119%	1,221,123	1,143,207
OPERATING EXPENSES												
0	50	0%	0	0%	Cart Supplies	429	800	54%	701	61%	950	462
0	800	0%	729	0%	Chemicals	5,209	7,200	72%	4,966	105%	9,600	8,925
98	600	16%	1,507	7%	Course Accessories	3,913	5,400	72%	6,588	59%	7,400	7,617
547	2,200	25%	7,089	8%	Fertilizer	36,179	54,500	66%	50,292	72%	61,100	43,274
0	0	0%	292	0%	Flowers/Decor	60	1,500	4%	1,760	3%	1,500	746
1,194	2,000	60%	2,477	48%	Fuel	12,561	14,300	88%	13,755	91%	20,300	18,431
0	0	0%	0	0%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
567	600	94%	230	246%	Herbicides	32,756	23,000	142%	30,022	109%	32,600	42,062
0	0	0%	0	0%	Insecticides	7,952	8,200	97%	3,485	228%	11,800	11,721
530	750	71%	304	174%	Janitorial Supplies	4,006	6,050	66%	5,690	70%	7,450	5,062
0	100	0%	0	0%	Laundry/Uniforms	42	1,830	2%	1,504	3%	2,405	92
243	750	32%	395	61%	Office Supplies	4,362	5,650	77%	6,000	73%	6,750	6,527
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	0	0%	504	0%	Range Equipment	1,382	1,560	89%	1,176	118%	1,710	1,880
0	100	0%	316	0%	Range Expenses	1,501	2,100	71%	1,873	80%	2,300	2,299
2,455	0	0%	1,015	242%	Sand/Topdress	9,776	8,400	116%	9,221	106%	12,900	15,282
0	1,500	0%	0	0%	Seeds/Trees	5,420	8,500	64%	7,010	77%	8,500	5,420
0	400	0%	0	0%	Small Tools	325	2,000	16%	493	66%	2,400	325
96	0	0%	0	0%	Staff/Volunteer Uniforms	96	500	19%	405	24%	500	567
0	0	0%	774	0%	Supplies	5,287	6,700	79%	7,650	69%	7,550	6,292
923	0	0%	110	841%	Tournament Expense	5,616	1,440	390%	1,427	394%	1,500	5,899
142	150	95%	139	102%	Alarm System	1,428	1,700	84%	1,465	97%	2,150	1,851
0	50	0%	0	0%	Cart Repairs	107	1,900	6%	1,603	7%	1,950	432
1,526	800	191%	893	171%	Computer Service	15,340	7,200	213%	4,631	331%	9,600	18,177
1,000	700	143%	650	154%	Contract Cleaning	9,075	6,300	144%	6,031	150%	8,400	11,813
478	0	0%	0	0%	Guest Relations	6,192	8,600	72%	8,258	75%	8,700	6,192
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
350	900	39%	245	143%	Irrigation	4,806	8,100	59%	5,635	85%	10,800	5,650
0	300	0%	0	0%	Lesson Expense	583	600	97%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
0	0	0%	0	0%	Repair & Maint - Paths	3,516	1,500	234%	251	1399%	3,000	3,598
4,033	2,600	155%	2,434	166%	Repair & Maint - Equipment	24,487	21,630	113%	24,451	100%	28,070	35,247
1,524	0	0%	462	330%	Repair & Maint - Building	9,551	5,020	190%	7,150	134%	5,920	17,810
7,141	8,577	83%	8,577	83%	Cart Lease	64,269	77,193	83%	77,193	83%	102,924	90,000
10,500	7,166	147%	7,140	147%	Equipment Lease	91,170	64,494	141%	64,260	142%	85,992	112,590
206	250	82%	206	100%	Off-Site Storage	1,854	2,250	82%	1,854	100%	3,000	2,472
984	1,020	96%	975	101%	Utilities - Electric	8,683	8,480	102%	8,479	102%	11,440	11,781
5,134	3,950	130%	4,954	104%	Utilities - Other	37,439	34,350	109%	35,780	105%	46,200	49,355
199	200	99%	196	101%	Utilities - Telephone/Fax	1,791	1,800	99%	1,827	98%	2,400	2,321
271	216	125%	204	133%	Utilities - Water	2,491	1,944	128%	2,021	123%	2,592	3,088
0	0	0%	0	0%	Adv/Promo - Organizations	620	0	0%	0	0%	0	620
60	0	0%	0	0%	Adv/Promo - Promotional	60	0	0%	0	0%	0	60
244	6,000	4%	3,968	6%	Adv/Promo - Mktg/Bus Dev	13,352	19,700	68%	13,397	100%	28,800	21,659

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 30, 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	
1,158	0	0%	0	0%	Adv/Promo - Radio/TV	1,158	0	0%	0	0%	0	1,158
500	0	0%	0	0%	Adv/Promo - Website	1,000	0	0%	5,000	20%	0	1,000
306	350	88%	193	159%	Bank Charges	2,796	3,350	83%	2,928	95%	4,400	3,500
(1)	0	0%	(6)	18%	Cash Short/(Over)	(998)	0	0%	27	-3699%	0	(1,290)
240	270	89%	240	100%	Cell Phone	2,160	2,410	90%	2,160	100%	3,220	2,780
3,008	3,240	93%	3,232	93%	City Surcharge R & R	30,174	34,610	87%	32,467	93%	44,187	38,548
4,688	3,000	156%	4,866	96%	Credit Card Discounts	47,927	35,300	136%	43,166	111%	42,800	59,300
2,503	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
1,752	600	292%	0	0%	Dues & Subscriptions	2,292	3,300	69%	2,042	112%	3,300	2,889
220	150	147%	165	133%	Education & Training	1,362	740	184%	835	163%	740	2,462
110	250	44%	593	18%	Employee Relations	9,317	5,850	159%	6,725	139%	6,400	11,478
0	0	0%	36	0%	Employee Testing	93	32	292%	102	92%	64	139
9,192	8,500	108%	7,692	120%	Insurance Expense	82,699	76,500	108%	69,093	120%	102,000	110,456
35	50	69%	0	0%	Member Relations	991	450	220%	(3,784)	-26%	600	514
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
511	400	128%	462	110%	Payroll Processing Fee	4,593	3,920	117%	4,026	114%	5,170	5,989
71	150	48%	112	64%	Postage/Shipping	1,276	1,730	74%	1,640	78%	2,180	1,669
(30)	200	-15%	(30)	100%	Tax/Licenses/Fees	(270)	200	-135%	(200)	135%	200	(285)
0	0	0%	0	0%	Travel - Meals	0	650	0%	246	0%	850	0
173	50	347%	19	910%	Travel - Other	3,843	3,850	100%	10,761	36%	4,000	3,907
37	20	185%	0	0%	Employee Meals	37	180	21%	25	148%	240	37
64,918	59,959	108%	64,361	101%	TOTAL OPERATING EXPENSES	655,873	639,688	103%	628,262	104%	828,099	866,901
(3,729)	(26,559)	14%	4,165	-90%	EBITDA	159,997	190,329	84%	256,040	62%	85,774	66,253
6,592	6,592	100%	6,400	103%	Management Fee	59,328	59,328	100%	57,474	103%	79,104	78,528
6,592	6,592	100%	6,400	103%	Management Fees	59,328	59,328	100%	57,474	103%	79,104	78,528
23	23	100%	23	100%	Deprec - Mach & Equip	208	208	100%	208	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	652	652	100%	652	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	860	860	100%	860	100%	1,146	1,146
(10,417)	(33,246)	31%	(2,331)	447%	NET INCOME	99,809	130,141	77%	197,707	50%	5,524	(13,422)

The Golf Club at Cypress Head
Course & Grounds
For the Nine Months Ending June 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	
83,436	70,784	118%	80,338	104%	REVENUES							
3,008	3,240	93%	3,232	93%	Green Fees	955,463	1,024,204	93%	959,486	100%	1,227,781	1,162,011
86,444	74,024	117%	83,570	103%	City Surcharge R & R	30,174	34,610	87%	32,467	93%	44,187	38,548
					Total Revenues	985,637	1,058,814	93%	991,953	99%	1,271,968	1,200,559
86,444	74,024	117%	83,570	103%	GROSS MARGIN	985,637	1,058,814	93%	991,953	99%	1,271,968	1,200,559
11,253	11,378	99%	10,983	102%	PAYROLL							
23,234	27,146	86%	19,694	118%	Gross Payroll - Salaried	103,034	102,404	101%	98,346	105%	136,539	136,659
34,487	38,524	90%	30,678	112%	Gross Payroll - Hourly	210,067	245,423	86%	197,720	106%	328,670	275,722
					S/T Wages	313,100	347,827	90%	296,066	106%	465,209	412,381
2,556	2,947	87%	2,559	100%	Payroll Tax - FICA	23,167	26,609	87%	21,909	106%	35,588	30,530
9	22	40%	8	107%	Payroll Tax - UC	781	764	102%	663	118%	819	838
313	797	39%	544	57%	Payroll Tax - WC	5,632	7,006	80%	5,580	101%	9,434	7,627
2,896	3,141	92%	2,296	126%	Benefits	24,222	27,468	88%	19,263	126%	36,892	32,082
5,774	6,907	84%	5,407	107%	S/T Adders	53,802	61,846	87%	47,415	113%	82,733	71,077
40,261	45,431	89%	36,085	112%	TOTAL PAYROLL	366,903	409,673	90%	343,481	107%	547,942	483,458
0	800	0%	729	0%	OPERATING EXPENSES							
98	600	16%	1,507	7%	Chemicals	5,209	7,200	72%	4,966	105%	9,600	8,925
547	2,200	25%	7,089	8%	Course Accessories	3,913	5,400	72%	6,588	59%	7,400	7,617
0	0	0%	292	0%	Fertilizer	36,179	54,500	66%	50,292	72%	61,100	43,274
1,194	2,000	60%	2,477	48%	Flowers/Decor	60	1,500	4%	1,760	3%	1,500	746
0	0	0%	0	0%	Fuel	12,561	14,300	88%	13,755	91%	20,300	18,431
567	600	94%	230	246%	Fungicides	4,714	2,650	178%	1,267	372%	4,650	6,088
0	0	0%	0	0%	Herbicides	32,796	23,000	142%	30,022	109%	32,600	42,062
2,455	0	0%	1,015	242%	Insecticides	7,952	8,200	97%	3,485	228%	11,800	11,721
0	1,500	0%	0	0%	Sand/Topdress	9,776	8,400	116%	9,221	108%	12,900	15,282
0	400	0%	0	0%	Seeds/Trees	5,420	8,500	64%	7,010	77%	8,500	5,420
96	0	0%	0	0%	Small Tools	325	2,000	16%	493	66%	2,400	325
350	900	39%	245	143%	Staff/Volunteer Uniforms	96	500	19%	405	24%	500	567
0	0	0%	0	0%	Irrigation	4,806	8,100	59%	5,635	85%	10,800	5,650
2,060	1,800	114%	2,434	85%	Repair & Maint - Paths	3,516	1,500	234%	251	1399%	3,000	3,598
0	0	0%	0	0%	Repair & Maint - Equipment	16,510	16,200	102%	20,495	81%	21,600	24,557
10,500	7,166	147%	7,140	147%	Repair & Maint - Building	1,380	500	276%	1,253	110%	1,000	1,781
304	270	113%	319	95%	Equipment Lease	91,170	64,494	141%	64,260	142%	85,992	112,590
2,335	1,750	133%	2,567	91%	Utilities - Electric	2,422	2,430	100%	2,570	94%	3,240	3,503
271	216	125%	204	133%	Utilities - Other	16,900	15,750	107%	17,284	98%	21,000	20,462
0	150	0%	165	0%	Utilities - Water	2,491	1,944	128%	2,021	123%	2,592	3,088
0	100	0%	0	0%	Education & Training	540	740	73%	835	65%	740	540
0	0	0%	36	0%	Employee Relations	734	500	147%	679	108%	600	734
0	0	0%	0	0%	Employee Testing	93	32	292%	102	92%	64	139
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
0	200	0%	0	0%	Tax/Licenses/Fees	0	200	0%	0	0%	200	0
20,777	20,652	101%	26,451	79%	TOTAL OPERATING EXPENSES	262,524	251,540	104%	247,650	106%	330,078	342,952
25,406	7,942	320%	21,033	121%	EBITDA	356,211	397,601	90%	400,822	89%	393,949	374,149
25,406	7,942	320%	21,033	121%	NET INCOME	356,211	397,601	90%	400,822	89%	393,949	374,149

The Golf Club at Cypress Head
Carts
For the Nine Months Ending June 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							
54,594	44,572	122%	48,731	112%	Cart Fee	544,422	529,298	103%	485,741	112%	666,486	670,999
54,594	44,572	122%	48,731	112%	Total Revenues	544,422	529,298	103%	485,741	112%	666,486	670,999
54,594	44,572	122%	48,731	112%	GROSS MARGIN	544,422	529,298	103%	485,741	112%	666,486	670,999
					PAYROLL							
15,199	16,290	93%	13,665	111%	Gross Payroll - Hourly	133,661	142,407	94%	106,847	125%	191,643	172,016
15,199	16,290	93%	13,665	111%	S/T Wages	133,661	142,407	94%	106,847	125%	191,643	172,016
1,245	1,246	100%	1,112	112%	Payroll Tax - FICA	10,521	10,894	97%	8,484	124%	14,661	13,497
51	146	35%	108	47%	Payroll Tax - UC	989	917	108%	815	121%	1,221	1,323
137	337	41%	230	59%	Payroll Tax - WC	2,444	2,868	85%	1,998	122%	3,887	3,233
33	9	371%	6	527%	Benefits	172	82	210%	(143)	-120%	110	186
1,466	1,738	84%	1,457	101%	S/T Adders	14,126	14,762	96%	11,153	127%	19,879	18,239
16,666	18,028	92%	15,121	110%	TOTAL PAYROLL	147,787	157,169	94%	118,000	125%	211,522	190,255
					OPERATING EXPENSES							
0	50	0%	0	0%	Cart Supplies	429	800	54%	701	61%	950	462
0	0	0%	641	0%	Supplies	462	3,000	15%	3,950	12%	3,250	793
0	50	0%	0	0%	Cart Repairs	107	1,900	6%	1,603	7%	1,950	432
7,141	8,577	83%	8,577	83%	Cart Lease	64,269	77,193	83%	77,193	83%	102,924	90,000
680	750	91%	656	104%	Utilities - Electric	6,261	6,050	103%	5,909	106%	8,200	8,278
7,821	9,427	83%	9,873	79%	TOTAL OPERATING EXPENSES	71,527	88,943	80%	89,355	80%	117,274	99,966
30,107	17,117	176%	23,736	127%	EBITDA	325,108	283,187	115%	278,385	117%	337,691	380,779
30,107	17,117	176%	23,736	127%	NET INCOME	325,108	283,187	115%	278,385	117%	337,691	380,779

The Golf Club at Cypress Head
Range
For the Nine Months Ending June 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							
7,780	7,238	107%	6,283	124%	Range	58,741	64,726	91%	54,837	107%	83,261	72,712
7,780	7,238	107%	6,283	124%	Total Revenues	58,741	64,726	91%	54,837	107%	83,261	72,712
7,780	7,238	107%	6,283	124%	GROSS MARGIN	58,741	64,726	91%	54,837	107%	83,261	72,712
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	3,250	6,000	54%	5,792	56%	9,000	6,500
0	0	0%	504	0%	Range Equipment	1,382	1,560	89%	1,176	118%	1,710	1,880
0	100	0%	316	0%	Range Expenses	1,501	2,100	71%	1,873	80%	2,300	2,299
0	0	0%	0	0%	Repair & Maint - Equipment	1,553	3,300	47%	3,200	49%	3,300	2,121
0	100	0%	820	0%	TOTAL OPERATING EXPENSES	7,687	12,960	59%	12,041	64%	16,310	12,801
7,780	7,138	109%	5,463	142%	EBITDA	51,055	51,766	99%	42,795	119%	66,951	59,912
7,780	7,138	109%	5,463	142%	NET INCOME	51,055	51,766	99%	42,795	119%	66,951	59,912

The Golf Club at Cypress Head
Golf Shop
For the Nine Months Ending June 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							
30	0	0%	50	60%	Handicap Fee	6,535	6,150	106%	5,264	124%	6,430	6,822
1,115	3,800	29%	930	120%	Lessons	12,475	22,500	55%	15,638	80%	31,400	14,825
965	400	241%	1,055	91%	Rental Clubs	9,118	6,700	136%	6,845	133%	7,800	11,085
43,084	17,520	246%	34,351	125%	Retail	267,638	181,670	147%	212,503	126%	225,501	341,451
45,194	21,720	208%	36,386	124%	Total Revenues	295,766	217,020	136%	240,249	123%	271,131	374,183
					COST OF GOODS SOLD							
35,544	12,264	290%	24,863	143%	COGS - Merchandise	192,630	127,169	151%	152,951	126%	157,851	242,092
35,544	12,264	290%	24,863	143%	Total COGS	192,630	127,169	151%	152,951	126%	157,851	242,092
9,650	9,456	102%	11,523	84%	GROSS MARGIN	103,136	89,851	115%	87,298	118%	113,280	132,091
82.50%	70.00%	117.86%	72.38%	113.98%	COGS - Merchandise %	71.97%	70.00%	102.82%	71.98%	100.00%	70.00%	867.73%
					PAYROLL							
4,289	3,605	119%	4,120	104%	Gross Payroll - Salaried	38,897	32,445	120%	31,117	125%	43,260	50,762
8,112	7,800	104%	5,694	142%	Gross Payroll - Hourly	65,520	70,980	92%	50,656	129%	94,900	82,899
12,401	11,405	109%	9,814	126%	S/T Wages	104,417	103,425	101%	81,774	128%	138,160	133,661
1,029	872	118%	999	103%	Payroll Tax - FICA	7,777	7,912	98%	6,385	122%	10,569	10,085
23	45	52%	25	94%	Payroll Tax - UC	435	422	103%	344	126%	504	468
105	236	45%	169	62%	Payroll Tax - WC	1,906	2,083	92%	1,542	124%	2,801	2,485
1,336	629	213%	614	218%	Benefits	11,150	5,499	203%	5,724	195%	7,385	14,423
2,493	1,782	140%	1,806	138%	S/T Adders	21,267	15,916	134%	13,995	152%	21,260	27,463
14,894	13,187	113%	11,620	128%	TOTAL PAYROLL	125,684	119,341	105%	95,769	131%	159,420	161,124
					OPERATING EXPENSES							
0	100	0%	0	0%	Office Supplies	0	500	0%	138	0%	600	0
0	0	0%	0	0%	Printing	1,643	0	0%	1,090	151%	0	1,643
0	0	0%	133	0%	Supplies	4,825	3,700	130%	3,700	130%	4,300	5,499
923	0	0%	110	841%	Tournament Expense	5,616	1,440	390%	1,427	394%	1,500	5,899
0	0	0%	0	0%	Handicap Expense	6,412	6,075	106%	6,034	106%	6,845	6,916
0	300	0%	0	0%	Lesson Expense	583	600	97%	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
923	400	231%	243	380%	TOTAL OPERATING EXPENSES	19,680	12,615	156%	12,389	159%	14,245	21,141
(6,167)	(4,131)	149%	(339)	1817%	EBITDA	(42,229)	(42,105)	100%	(20,860)	202%	(60,384)	(50,174)
(6,167)	(4,131)	149%	(339)	1817%	NET INCOME	(42,229)	(42,105)	100%	(20,860)	202%	(60,384)	(50,174)

The Golf Club at Cypress Head
G & A
For the Nine Months Ending June 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												
13,703	14,229	96%	12,532	109%	Gross Payroll - Salaried	126,927	128,064	99%	112,465	113%	170,751	185,077
59	257	23%	83	71%	Gross Payroll - Hourly	1,220	2,340	52%	513	238%	3,129	1,410
13,762	14,486	95%	12,615	109%	S/T Wages	128,147	130,404	98%	112,978	113%	173,880	186,488
959	1,108	87%	1,156	83%	Payroll Tax - FICA	10,218	9,976	102%	7,376	139%	13,302	12,848
0	2	12%	0	67%	Payroll Tax - UC	12	147	8%	114	10%	154	14
122	300	41%	223	55%	Payroll Tax - WC	2,699	2,626	103%	2,150	126%	3,525	3,476
2,411	2,662	91%	2,681	90%	Benefits	21,789	23,293	94%	25,012	87%	31,280	29,000
3,492	4,073	86%	4,061	86%	S/T Adders	34,717	36,042	96%	34,651	100%	48,262	45,337
17,255	18,559	93%	16,676	103%	TOTAL PAYROLL	162,864	166,445	98%	147,629	110%	222,142	231,825
OPERATING EXPENSES												
530	750	71%	304	174%	Janitorial Supplies	4,006	6,050	66%	5,690	70%	7,450	5,062
0	100	0%	0	0%	Laundry/Uniforms	42	1,830	2%	1,504	3%	2,405	92
243	650	37%	395	61%	Office Supplies	4,362	5,150	85%	5,862	74%	6,150	6,527
0	0	0%	0	0%	Printing	0	0	0%	16	0%	0	0
142	150	95%	139	102%	Alarm System	1,428	1,700	84%	1,465	97%	2,150	1,851
1,526	800	191%	893	171%	Computer Service	15,340	7,200	213%	4,631	331%	9,600	18,177
1,000	700	143%	650	154%	Contract Cleaning	9,075	6,300	144%	6,031	150%	8,400	11,813
478	0	0%	0	0%	Guest Relations	6,192	8,600	72%	8,258	75%	8,700	6,192
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
1,974	800	247%	0	0%	Repair & Maint - Equipment	6,424	2,130	302%	756	850%	3,170	8,569
1,524	0	0%	462	330%	Repair & Maint - Building	8,172	4,220	194%	5,896	139%	4,520	16,029
206	250	82%	206	100%	Off-Site Storage	1,854	2,250	82%	1,854	100%	3,000	2,472
2,800	2,200	127%	2,387	117%	Utilities - Other	20,539	18,600	110%	18,495	111%	25,200	28,893
199	200	99%	196	101%	Utilities - Telephone/Fax	1,791	1,800	99%	1,827	98%	2,400	2,321
306	350	88%	193	159%	Bank Charges	2,796	3,350	83%	2,928	95%	4,400	3,500
(1)	0	0%	(6)	18%	Cash Short/(Over)	(998)	0	0%	27	-3699%	0	(1,290)
240	270	89%	240	100%	Cell Phone	2,160	2,410	90%	2,160	100%	3,220	2,780
3,008	3,240	93%	3,232	93%	City Surcharge R & R	30,174	34,610	87%	32,467	93%	44,187	38,548
4,688	3,000	156%	4,866	96%	Credit Card Discounts	47,927	35,300	136%	43,166	111%	42,800	59,300
2,503	0	0%	0	0%	Donations	0	0	0%	(10)	0%	0	(48)
1,752	600	292%	0	0%	Dues & Subscriptions	2,292	3,300	69%	2,042	112%	3,300	2,889
220	0	0%	0	0%	Education & Training	220	0	0%	0	0%	0	1,320
110	150	73%	593	18%	Employee Relations	8,583	5,350	160%	6,046	142%	5,800	10,745
9,192	8,500	108%	7,692	120%	Insurance Expense	82,899	76,500	108%	69,093	120%	102,000	110,456
35	50	69%	0	0%	Member Relations	991	450	220%	(3,784)	-26%	600	514
0	0	0%	0	0%	Miscellaneous	0	0	0%	0	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
511	400	128%	462	110%	Payroll Processing Fee	4,593	3,920	117%	4,026	114%	5,170	5,989
71	150	48%	112	64%	Postage/Shipping	1,276	1,730	74%	1,640	78%	2,180	1,669
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(270)	0	0%	(200)	135%	0	(285)
0	0	0%	0	0%	Travel - Meals	0	650	0%	246	0%	850	0
173	50	347%	19	910%	Travel - Other	3,843	3,850	100%	10,761	36%	4,000	3,907
37	20	185%	0	0%	Employee Meals	37	180	21%	25	148%	240	37
33,435	23,380	143%	23,006	145%	TOTAL OPERATING EXPENSES	278,265	253,930	110%	248,429	112%	321,392	365,545
(50,689)	(41,939)	121%	(39,681)	128%	EBITDA	(441,129)	(420,375)	105%	(396,058)	111%	(543,534)	(597,370)
6,592	6,592	100%	6,400	103%	Management Fee	59,328	59,328	100%	57,474	103%	79,104	78,528
6,592	6,592	100%	6,400	103%	Management Fees	59,328	59,328	100%	57,474	103%	79,104	78,528
23	23	100%	23	100%	Deprec - Mach & Equip	208	208	100%	208	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	652	652	100%	652	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	860	860	100%	860	100%	1,146	1,146
(57,377)	(48,627)	118%	(46,177)	124%	NET INCOME	(501,316)	(480,563)	104%	(454,392)	110%	(623,784)	(677,044)

The Golf Club at Cypress Head
Marketing
For the Nine Months Ending June 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												
6,982	5,500	127%	0	0%	Gross Payroll - Salaried	62,092	49,500	125%	21,430	290%	66,000	64,808
0	0	0%	1,917	0%	Gross Payroll - Hourly	0	0	0%	6,242	0%	0	766
6,982	5,500	127%	1,917	364%	S/T Wages	62,092	49,500	125%	27,672	224%	66,000	65,374
516	421	123%	147	352%	Payroll Tax - FICA	4,584	3,787	121%	2,125	216%	5,049	4,934
0	5	0%	0	0%	Payroll Tax - UC	102	104	98%	57	178%	117	123
74	114	65%	0	0%	Payroll Tax - WC	1,149	997	115%	441	261%	1,338	1,195
631	646	98%	15	4081%	Benefits	4,902	5,656	87%	351	1396%	7,594	4,920
1,221	1,185	103%	162	753%	S/T Adders	10,737	10,543	102%	2,975	361%	14,098	11,172
8,203	6,685	123%	2,079	395%	TOTAL PAYROLL	72,829	60,043	121%	30,647	238%	80,098	76,546
OPERATING EXPENSES												
0	0	0%	0	0%	Adv/Promo - Organizations	620	0	0%	0	0%	0	620
60	0	0%	0	0%	Adv/Promo - Promotional	60	0	0%	0	0%	0	60
244	6,000	4%	3,968	6%	Adv/Promo - Mktg/Bus Dev	13,352	19,700	68%	13,397	100%	28,800	21,659
1,158	0	0%	0	0%	Adv/Promo - Radio/TV	1,158	0	0%	0	0%	0	1,158
500	0	0%	0	0%	Adv/Promo - Website	1,000	0	0%	5,000	20%	0	1,000
1,962	6,000	33%	3,968	49%	TOTAL OPERATING EXPENSES	16,190	19,700	82%	18,397	88%	28,800	24,497
(10,166)	(12,685)	80%	(6,047)	168%	EBITDA	(89,019)	(79,743)	112%	(49,044)	182%	(108,898)	(101,043)
(10,166)	(12,685)	80%	(6,047)	168%	NET INCOME	(89,019)	(79,743)	112%	(49,044)	182%	(108,898)	(101,043)

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended June 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	(6,652)	(3,729)	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	88,203	48,339	(13,339)	(10,417)	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	(8,147)	8,395	2,766	12,296	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	(285)	6,775	(2,220)	707	1,631	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	(4,442)	15,393	21,953	(42,661)	0	0	0
Payables	31,140	10,179	(723)	26,959	34,618	(10,863)	(42,098)	(34,802)	(1,786)	0	0	0
Due to from the City	(148)	1,332	50	(304)	609	(304)	0	9	314	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	(24,836)	1,167	7,337	6,059	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	(13,985)	(12,476)	(16,908)	(12,800)	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	(47,268)	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)	(47,268)	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	382,035	347,753	347,753
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	(47,268)	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	382,035	382,035	347,753	347,753

The Golf Club at Cypress Head

For the Nine Months Ending June 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												
138,029	115,356	120%	129,069	107%	Green Fees & Cart Fees	1,499,885	1,553,502	97%	1,445,226	104%	1,894,268	1,833,010
43,084	17,520	246%	34,351	125%	Merchandise	267,638	181,670	147%	212,503	126%	225,501	341,451
2,110	4,200	50%	2,035	104%	Other Pro Shop	28,128	35,350	80%	27,746	101%	45,630	32,731
7,780	7,238	107%	6,283	124%	Range	58,741	64,726	91%	54,837	107%	83,261	72,712
3,008	3,240	93%	3,232	93%	Other Operating Revenues	30,174	34,610	87%	32,467	93%	44,187	38,548
194,011	147,554	131%	174,969	111%	TOTAL REVENUE	1,884,567	1,869,858	101%	1,772,779	106%	2,292,847	2,318,453
COST OF SALES												
35,544	12,264	290%	24,863	143%	Merchandise	192,630	127,169	151%	152,951	126%	157,851	242,092
35,544	12,264	290%	24,863	143%	TOTAL COGS	192,630	127,169	151%	152,951	126%	157,851	242,092
82.5%	70.0%	117.9%	72.4%	114.0%	COGS - Merchandise %	72.0%	70.0%	102.8%	72.0%	100.0%	70.0%	867.7%
PAYROLL												
40,261	45,431	89%	36,085	112%	Course and Grounds	366,903	409,673	90%	343,481	107%	547,942	483,458
16,666	18,028	92%	15,121	110%	Carts, Range, Starters, Etc.	147,787	157,169	94%	118,000	125%	211,522	190,255
14,894	13,187	113%	11,620	128%	Pro Shop	125,684	119,341	105%	95,769	131%	159,420	161,124
17,255	18,559	93%	16,676	103%	General and Administrative	162,864	166,445	98%	147,629	110%	222,142	231,825
8,203	6,685	123%	2,079	395%	Marketing	72,829	60,043	121%	30,647	238%	80,098	76,546
97,279	101,890	95%	81,581	119%	TOTAL PAYROLL	876,067	912,672	96%	735,526	119%	1,221,123	1,143,207
OPERATING EXPENSES												
20,777	20,652	101%	26,451	79%	Course and Grounds	262,524	251,540	104%	247,650	106%	330,078	342,952
7,821	9,527	82%	10,693	73%	Carts, Range, Starters, Etc.	79,214	101,903	78%	101,396	78%	133,584	112,767
923	400	231%	243	380%	Pro Shop	19,680	12,615	156%	12,389	159%	14,245	21,141
33,435	23,380	143%	23,006	145%	General and Administrative	278,265	253,930	110%	248,429	112%	321,392	365,545
1,962	6,000	33%	3,968	49%	Marketing	16,190	19,700	82%	18,397	88%	28,800	24,497
64,918	59,959	108%	64,361	101%	TOTAL OPERATING EXPENSES	655,873	639,688	103%	628,262	104%	828,099	866,901
197,740	174,113	114%	170,804	116%	TOTAL EXPENSES	1,724,570	1,679,529	103%	1,516,739	114%	2,207,072	2,252,200
(3,729)	(26,559)	14%	4,165	-90%	EBITDA	159,997	190,329	84%	256,040	62%	85,774	66,253

The Golf Club at Cypress Head
For the Nine Months Ending June 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	
(3,729)	(26,559)	14%	4,165	-90%	EBITDA	159,997	190,329	84%	256,040	62%	85,774	66,253
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(59,328)	(59,328)	100%	(57,474)	103%	(79,104)	(78,528)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(860)	(860)	100%	(860)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(860)	(860)	100%	(860)	100%	(1,146)	(1,146)
(10,417)	(33,246)	31%	(2,331)	447%	NET INCOME	99,809	130,141	77%	197,707	50%	5,524	(13,422)
3,320	2,616	127%	3,889	85%	Paid Rounds	33,198	35,617	93%	36,044	92%	43,894	42,251
317	461	69%	325	98%	Annual Pass Rounds	3,263	3,456	94%	3,191	102%	4,795	4,235
237	233	102%	282	84%	Other Rounds	2,333	2,159	108%	2,290	102%	2,783	3,067
3,874	3,310	117%	4,496	86%	Total Rounds	38,794	41,232	94%	41,525	93%	51,472	49,553
58	56	104%	45	130%	Revenue/Paid Rounds	57	52	108%	49	115%	52	654
50	45	112%	39	129%	Revenue/Total Rounds	49	45	107%	43	114%	45	556

The Golf Club at Cypress Head
Comparative Income Statement
For the Nine Months Ending June 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	129,069	1,445,226	1,778,351	81%	138,029	1,499,885	1,894,268	79%
Merchandise	34,351	212,503	286,316	74%	43,084	267,638	225,501	119%
Other Pro Shop	2,035	27,746	32,350	86%	2,110	28,128	45,630	62%
Range	6,283	54,837	68,808	80%	7,780	58,741	83,261	71%
Other Operating Revenues	3,232	32,467	40,841	79%	3,008	30,174	44,187	68%
TOTAL REVENUE	174,969	1,772,779	2,206,665	80%	194,011	1,884,567	2,292,847	82%
COST OF SALES								
Merchandise	24,863	152,951	202,413	76%	35,544	192,630	157,851	122%
TOTAL COGS	24,863	152,951	202,413	76%	35,544	192,630	157,851	122%
COGS - Merchandise %	72.4%	72.0%	70.7%	101.8%	82.5%	72.0%	70.0%	102.8%
PAYROLL								
Course and Grounds	36,085	343,481	460,036	75%	40,261	366,903	547,942	67%
Carts, Range, Starters, Etc.	15,121	118,000	160,468	74%	16,666	147,787	211,522	70%
Pro Shop	11,620	95,769	131,209	73%	14,894	125,684	159,420	79%
General and Administrative	16,676	147,629	216,590	68%	17,255	162,864	222,142	73%
Marketing	2,079	30,647	34,364	89%	8,203	72,829	80,098	91%
TOTAL PAYROLL	81,581	735,526	1,002,667	73%	97,279	876,067	1,221,123	72%
OPERATING EXPENSES								
Course and Grounds	26,451	247,650	328,078	75%	20,777	262,524	330,078	80%
Carts, Range, Starters, Etc.	10,693	101,396	134,949	75%	7,821	79,214	133,584	59%
Pro Shop	243	12,389	13,850	89%	923	19,680	14,245	138%
General and Administrative	23,006	248,429	335,710	74%	33,435	278,265	321,392	87%
Marketing	3,968	18,397	26,704	69%	1,962	16,190	28,800	56%
TOTAL OPERATING EXPENSES	64,361	628,262	839,290	75%	64,918	655,873	828,099	79%
TOTAL EXPENSES	170,804	1,516,739	2,044,370	74%	197,740	1,724,570	2,207,072	78%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(57,474)	(76,674)	75%	(6,592)	(59,328)	(79,104)	75%
Depreciation & Amortization	(96)	(860)	(1,146)	75%	(96)	(860)	(1,146)	75%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(58,334)	(77,820)	75%	(6,688)	(60,188)	(80,250)	75%
NET INCOME	(2,331)	197,707	84,476	234%	(10,417)	99,809	5,524	1807%
=====								
Paid Rounds	3,889	36,044	45,097		3,320	33,198	43,894	
Annual Pass Rounds	325	3,191	4,163		317	3,263	4,795	
Other Rounds	282	2,290	3,024		237	2,333	2,783	
Total Rounds	4,496	41,525	52,284		3,874	38,794	51,472	
Revenue/Paid Rounds	45	49	49		58	57	52	
Revenue/Total Rounds	39	43	42		50	49	45	



July 19, 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 June 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 JUNE 2024								
	Current				Year to Date			
			Variance vs.					Variance
Revenue	Actual	Budget	Budget		Actual	Budget	Prior Year	vs. Budget
Green Fees	\$ 83,436	\$ 70,784	\$ 12,652		\$ 955,463	\$ 1,024,204	\$ 959,486	\$ (68,741)
Cart Fees	\$ 54,594	\$ 44,572	\$ 10,022		\$ 544,422	\$ 529,298	\$ 485,741	\$ 15,124
Range	\$ 7,780	\$ 7,238	\$ 542		\$ 58,741	\$ 64,726	\$ 54,837	\$ (5,985)
Pro- Shop Revenues	\$ 45,194	\$ 21,720	\$ 23,474		\$ 295,766	\$ 217,020	\$ 240,249	\$ 78,746
City Surcharge R/R	\$ 3,008	\$ 3,240	\$ (232)		\$ 30,174	\$ 34,610	\$ 32,467	\$ (4,436)
Total Revenue	\$ 194,012	\$ 147,554	\$ 46,458		\$ 1,884,566	\$ 1,869,858	\$ 1,772,780	\$ 14,708
Cost of Sales	\$ 35,544	\$ 12,264	\$ 23,280		\$ 192,630	\$ 127,169	\$ 152,951	\$ 65,461
Merchandise	\$ 35,544	\$ 12,264	\$ 23,280	83%	\$ 192,630	\$ 127,169	\$ 152,951	\$ 65,461
Gross Margin	\$ 158,468	\$ 135,290	\$ 23,178		\$ 1,691,936	\$ 1,742,689	\$ 1,619,829	\$ (50,753)
Total Payroll	\$ 97,279	\$ 101,890	\$ (4,611)		\$ 876,067	\$ 912,672	\$ 735,526	\$ (36,605)
Total Operating Expenses	\$ 64,918	\$ 59,959	\$ 4,959		\$ 655,873	\$ 639,688	\$ 628,262	\$ 16,185
EBITDA	\$ (3,729)	\$ (26,559)	\$ 22,830		\$ 159,996	\$ 190,329	\$ 256,041	\$ (30,333)
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 60,188	\$ 60,188	\$ 58,334	\$ -
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 59,328	\$ 59,328	\$ 57,474	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 860	\$ 860	\$ 860	\$ -
Net Cash From Ops	\$ (10,417)	\$ (33,247)	\$ 22,830		\$ 99,808	\$ 130,141	\$ 197,707	\$ (30,333)
Rounds								
Total Rounds	3,874	3,310	564		38,794	41,232	41,525	(2,438)
Paid Rounds	3,320	2,616	704		33,198	35,617	36,044	(2,419)
Avg. GF/CF Total rounds	\$35.63	\$34.85	\$ 0.78		\$38.66	\$37.68	\$34.80	\$ 0.99
Avg. GF/CF Paid rounds	\$41.58	\$44.10	\$ (2.52)		\$45.18	\$43.62	\$40.10	\$ 1.56
Avg. Merchandise/round	\$11.67	\$6.56	\$ 5.10		\$7.62	\$5.26	\$5.79	\$ 2.36

Overview:

June revenues finished \$46.5K ahead of budget for the month. With 2.23" of rain recorded in June, the golf course realized 1 unplayable day, and 2 others significantly affected by intermittent weather and cart paths only. It remained hot in June with the average temperatures 3 degrees higher than last year at 91.65 degrees and average lows of 75.76. Total revenues came in at \$194K, over budget by 31%. We played 3,874 total rounds to a budget of 3,310 (over by 564).

- Total Payroll for the month was \$97.3K, under by \$4.6K.
- Total Operating Expenses were \$64.9K, over by \$4.8K.
- Rounds were over budget by 17%, yet 14% (622 rounds) shy of prior year.
- We exceeded EBITDA and Net Income projections by \$22.8K. YTD. We are still \$30.3K behind YTD projections. We have 3 months to catch up and we are confident we will do so.

Weather:

Summary

Temperature (°F)	Max	Average	Min	▲
Max Temperature	95	91.65	89	
Avg Temperature	85.58	82.51	78.64	
Min Temperature	79	75.76	73	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	80	75.07	67	
Precipitation (in)	Max	Average	Min	Sum ^
Precipitation	1.04	0.13	0.00	2.23
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲
Wind	23	4.86	0	
Gust Wind	41	1.71	0	
Sea Level Pressure (in)	Max	Average	Min	▲
Sea Level Pressure	30.16	29.99	29.87	

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.

- The cart path project has commenced with hole #4. This project is estimated at 3 months.
- We have 2 maintenance vehicles on order and another unit scheduled for the next fiscal cycle.
- Range Netting has been placed on hold. The next range project will involve the installation of an artificial tee line.

Tee Sheet Activity:

- There were 3,874 total rounds for the month which included 3,320 paid rounds, 317 Annual Pass rounds and 237 other rounds. These numbers exceed budget by 17%, yet 14% less than year.
- The daily temperatures rose significantly in June and our tee sheet softened after 10:30 am on most weekdays.
- Dynamic pricing remained on in June, with only non-resident play being affected by this pricing strategy.
- Starters and Players earned a 9.9 Staff Experience rating in June.

JUNE 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,320	2,616	3,889	33,198	35,617	36,044
ANNUAL	317	461	325	3,263	3,456	3,191
OTHER	237	233	282	2,333	2,159	2,290
TOTAL ROUNDS	3,874	3,310	4,496	38,794	41,232	41,525

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 2.23" of rain in June, and with the higher temps we have been experiencing, we needed the rainfall.
- Post aeration, we have been verticutting and topdressing the greens to smooth out the roll. The golf course continues to look and play the best it ever has.

Golf Operations

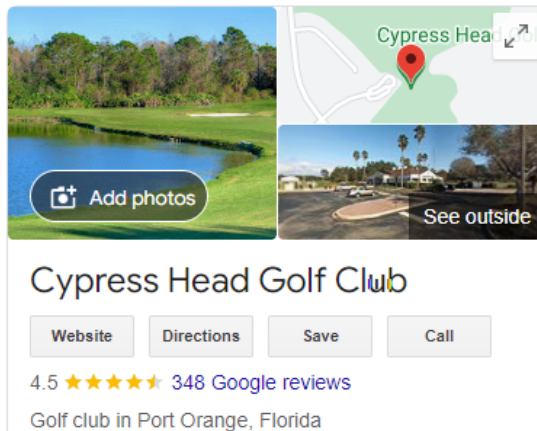
- We generated \$45.2K in Golf Shop sales (\$23.5K over budget). Our COGS (82.5%) were high as the majority of our sales were sales items and hard goods at lower margins.
- One of our 2 new utility carts for the golf staff is experiencing issues and we are in the process of getting this warranty repaired. We need a new range unit as soon as possible. We currently have no carts down.
- Cart revenue (\$54.6K) exceeded budget by \$10K.
- June was Player Development Month throughout KemperSports. Our instructors hosted one Junior Golf Camp, 4 Saturday clinics, and several individual lessons. Our teaching professionals recorded \$1,155 in individual lessons in June.
- 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 45 players in June, the WGA 18-holers, about 14, and the WGA 9-holers averaged 8 players.
- June was a decent month for tournament activity. We hosted two large events, including Mayor Burnette's last Mayor's tournament and several smaller outings and leagues. With 385 total tournament/outing players, we generated \$22.6K in revenue and rave reviews from the participants.

Marketing and Sales:

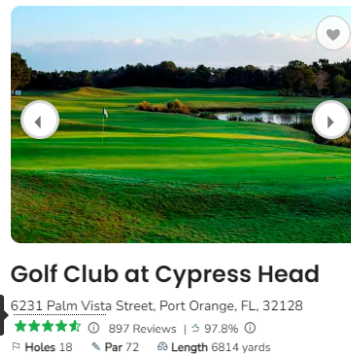
- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- We celebrated Player Development Month in June, using the hashtag #MakeGolfCool, and brought back the Tip Tuesday videos on social media.
- We continue to monitor the effectiveness of Noteefy, our new tee time booking assistant.
- Juniors will continue to play free with a paid adult in June.
- We have recognized 29 rounds of Youth on Course players, a national non-profit organization dedicated to growing the game through junior golf programs.
- Outside tournament bookings are very solid as we have a few new events funneling into our pipeline.
- We continue to maintain our database of emails with approximately 14,887 unique e-mail addresses (+228 from prior month). Our Facebook followers are at 1,613 (up 10) and Instagram is up to 513 (up 4) followers.
- Nightly surveys continued to be strong in June, highlighted by 95 surveys being submitted and an NPS of 91.6. (Please see table below).

	Last Month (Jun)						Total
	Week of 05/26	Week of 06/02	Week of 06/09	Week of 06/16	Week of 06/23	Week of 06/30	
# of responses	1	29	24	18	17	6	95
Net Promoter Score							
Property NPS	100.0	96.6	91.7	94.4	94.1	50.0	91.6
Main Score	100.0	96.6	91.7	94.4	94.1	50.0	91.6
Key Metrics							
Likelihood to Return	100.0	96.4	91.7	100.0	88.2	83.3	93.5
Overall Experience Satisfaction	10.0	9.8	9.6	9.4	9.8	9.0	9.6
Service Satisfaction	10.0	9.9	9.7	9.8	10.0	9.2	9.8
Value Perception	10.0	9.6	9.2	9.2	9.7	9.0	9.4

Google Ratings



GolfAdvisor Ratings



Year to Date Summary

Starting the month behind budget with 4 months to go, the team knew we had to make up some ground in June. With decent weather, and tight payroll/expense management, we carved out about \$29K from the deficit. With 3 months to go, we have about \$30K more to recover, and we are confident in doing so. The course is in the best condition ever and poised for a late Summer run. We are receiving more annual pass requests and should see an uptick in new passholders in the near future. With the cart path project in full swing, we are not seeing much disruption to the actual golf experience, other than a few days of closure for bridge work.



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. July 24th & 26th 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, our next generation of customer service training.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head

	7/31/2023	8/31/2023	9/30/2023	10/31/2023	For the Ten Months Ending Wednesday, July 31, 2024			2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024
	11/30/2023	12/31/2023	1/31/2024										
REVENUES													
Green Fees & Cart Fees	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	138,029.42	132,453.74
Merchandise	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	43,083.89	23,220.61
Other Pro Shop	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	2,109.98	2,034.39
Range	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	10,114.34	7,779.70	5,865.03
Other Operating Revenues	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	3,926.85	3,317.07	3,008.00	2,844.91
TOTAL REVENUE	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	194,010.99	166,418.68
COST OF SALES													
Merchandise	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	35,543.66	9,391.29
TOTAL COGS	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	35,543.66	9,391.29
PAYROLL													
Course and Grounds	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	40,260.93	47,477.30
Carts, Range, Starters, Etc.	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	16,665.60	12,785.16
Pro Shop	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	14,894.38	14,983.79
General and Administrative	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	17,254.52	17,950.28
Marketing	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	8,203.37	8,185.65
TOTAL PAYROLL	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	97,278.80	101,382.18
OPERATING EXPENSES													
Course and Grounds	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	20,776.66	28,438.50
Carts, Range, Starters, Etc.	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	9,330.33	8,190.84	7,821.09	11,775.57
Pro Shop	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	922.55	872.50
General and Administrative	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	33,434.87	26,357.30
Marketing	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	1,962.39	958.33
TOTAL OPERATING EXPENSES	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	64,917.56	68,402.20
TOTAL EXPENSES	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	197,740.02	179,175.67
EBITDA	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)	(3,729.03)	(12,756.99)

The Golf Club at Cypress Head

	7/31/2023	8/31/2023	9/30/2023	10/31/2023	For the Ten Months Ending Wednesday, July 31, 2024								
	11/30/2023	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024				
EBITDA	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)	(3,729.03)	(12,756.99)
MANAGEMENT FEES	(6,400.00)	(6,400.00)	(6,400.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)
Interest Expense - Debt													
Interest Expense - Leases													
Interest Income													
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue													
Transfers from County													
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation													
Partnership Income/(Loss)													
Gain/(Loss) On Disposal Of													
Assets													
Other Expenses / Capital													
Reserve													
Taxes													
TOTAL OTHER INCOME													
(EXPENSE)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(4,183.52)	(46,433.31)	(62,614.19)	(21,902.58)	(34,708.06)	(12,986.06)	15,105.96	41,514.03	88,202.94	48,338.97	(13,339.17)	(10,416.56)	(19,444.52)
Paid Rounds	3,619.00	2,669.00	2,765.00	3,148.00	2,746.00	3,009.00	3,565.00	4,156.00	5,059.00	4,469.00	3,726.00	3,320.00	3,124.00
Annual Pass Rounds	298.00	336.00	338.00	369.00	308.00	361.00	340.00	416.00	425.00	405.00	322.00	317.00	354.00
Other Rounds	236.00	258.00	240.00	219.00	208.00	315.00	250.00	243.00	318.00	290.00	253.00	237.00	285.00
Total Rounds	4,153.00	3,263.00	3,343.00	3,736.00	3,262.00	3,685.00	4,155.00	4,815.00	5,802.00	5,164.00	4,301.00	3,874.00	3,763.00
Revenue/Paid Rounds	45.55	50.86	48.20	54.69	51.85	60.66	55.73	57.95	56.56	58.97	54.84	58.44	53.27
Revenue/Total Rounds	39.70	41.60	39.87	46.08	43.64	49.53	47.82	50.02	49.32	51.03	47.51	50.08	44.23

The Golf Club at Cypress Head

For the Ten Months Ending Wednesday, July 31, 2024

	7/31/2024	9/30/2023	7/31/2023
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	269,563	297,893	347,365
Cash - Payroll	76,249	50,456	32,375
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>347,162</u>	<u>349,699</u>	<u>381,089</u>
Accounts Receivable			
A/R Member	0	47,275	1,581
Total Accounts Receivable	<u>0</u>	<u>47,275</u>	<u>1,581</u>
Other Current Assets			
Inventory - Merchandise	109,967	99,360	99,594
Prepaid Insurance	47,805	45,051	37,792
Prepaid Exp - Other	11,935	11,388	9,656
Total Other Current Assets	<u>169,707</u>	<u>155,800</u>	<u>147,042</u>
TOTAL CURRENT ASSETS	<u>516,869</u>	<u>552,774</u>	<u>529,713</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	<u>(33,216)</u>	<u>(32,261)</u>	<u>(32,070)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>2,932</u>	<u>3,887</u>	<u>4,078</u>
TOTAL ASSETS	<u>519,801</u>	<u>556,661</u>	<u>533,791</u>

The Golf Club at Cypress Head

For the Ten Months Ending Wednesday, July 31, 2024

	7/31/2024	9/30/2023	7/31/2023
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	48,045	51,356	62,475
Accts Pay - Other	209,582	208,653	123,880
Accrued Expenses	1,580	2,415	1,600
Accrued Payroll	70,106	50,567	52,811
Accrued Taxes	9,732	7,122	9,880
Deferred Revenue	100,389	236,547	89,421
TOTAL CURRENT LIABILITIES	439,434	556,659	340,068
 TOTAL LIABILITIES	439,434	556,659	340,068
STOCKHOLDER'S EQUITY			
Retained Earnings	80,367	2	193,722
Net Retained Earnings	80,367	2	193,722
Stockholders Equity	80,367	2	193,722
TOTAL STOCKHOLDER'S EQUITY	80,367	2	193,722
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	519,801	556,661	533,791

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending Wednesday, July 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	130,572	1,575,798	1,778,351	89%	132,454	1,632,339	1,894,268	86%
Merchandise	24,446	236,949	286,316	83%	23,221	290,859	225,501	129%
Other Pro Shop	1,563	29,309	32,350	91%	2,034	30,162	45,630	66%
Range	5,077	59,914	68,808	87%	5,865	64,607	83,261	78%
Other Operating Revenues	3,197	35,664	40,841	87%	2,845	33,019	44,187	75%
TOTAL REVENUE	164,855	1,937,634	2,206,665	88%	166,419	2,050,986	2,292,847	89%
COST OF SALES								
Merchandise	16,461	169,412	202,413	84%	9,391	202,021	157,851	128%
TOTAL COGS	16,461	169,412	202,413	84%	9,391	202,021	157,851	128%
COGS - Merchandise %	67.3%	71.5%	70.7%	101.1%	40.4%	69.5%	70.0%	99.2%
PAYROLL								
Course and Grounds	37,380	380,861	460,036	83%	47,477	414,380	547,942	76%
Carts, Range, Starters, Etc.	14,482	132,482	160,468	83%	12,785	160,572	211,522	76%
Pro Shop	11,132	106,901	131,209	81%	14,984	140,668	159,420	88%
General and Administrative	16,496	164,126	216,590	76%	17,950	180,814	222,142	81%
Marketing	716	31,363	34,364	91%	8,186	81,015	80,098	101%
TOTAL PAYROLL	80,206	815,733	1,002,667	81%	101,382	977,449	1,221,123	80%
OPERATING EXPENSES								
Course and Grounds	23,658	271,308	328,078	83%	28,439	290,962	330,078	88%
Carts, Range, Starters, Etc.	10,066	111,462	134,949	83%	11,776	90,990	133,584	68%
Pro Shop	586	12,975	13,850	94%	873	20,553	14,245	144%
General and Administrative	26,061	274,490	335,710	82%	26,357	304,622	321,392	95%
Marketing	5,504	23,901	26,704	90%	958	17,148	28,800	60%
TOTAL OPERATING EXPENSES	65,875	694,137	839,290	83%	68,402	724,275	828,099	87%
TOTAL EXPENSES	162,543	1,679,282	2,044,370	82%	179,176	1,903,745	2,207,072	86%

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending Wednesday, July 31, 2024

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(63,874)	(76,674)	83%	(6,592)	(65,920)	(79,104)	83%
Depreciation & Amortization	(96)	(955)	(1,146)	83%	(96)	(955)	(1,146)	83%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(64,829)	(77,820)	83%	(6,688)	(66,875)	(80,250)	83%
NET INCOME	(4,184)	193,523	84,476	229%	(19,445)	80,365	5,524	1455%
Paid Rounds	3,619	39,663	45,097		3,124	36,322	43,894	
Annual Pass Rounds	298	3,489	4,163		354	3,617	4,795	
Other Rounds	236	2,526	3,024		285	2,618	2,783	
Total Rounds	4,153	45,678	52,284		3,763	42,557	51,472	
Revenue/Paid Rounds	46	49	49		53	56	52	
Revenue/Total Rounds	40	42	42		44	48	45	

The Golf Club at Cypress Head
Course Cash Flow Report
Wednesday, July 31, 2024

	<u>July</u>	<u>YTD</u>
EBITDA	(\$12,756.99)	\$147,240.25
Management Fee Expense	(6,592.00)	(65,920.00)
Depreciation & Amortization	(95.53)	(955.30)
Net Income	<u>(19,444.52)</u>	<u>80,364.95</u>
Working Capital Changes		
Inventory	6,971.59	(10,607.31)
Receivables		47,274.94
Payables	(15,936.30)	(3,310.51)
Due to from the City	(627.90)	929.63
Prepays	2,950.85	(3,300.52)
Accrued Liabilities	8,533.65	21,314.23
Other Liabilities	(17,416.30)	(136,158.03)
Depreciation & Amortization	95.53	955.30
Operating Cash Flow	<u>(34,873.40)</u>	<u>(2,537.32)</u>
Investing Cash Flows	<u></u>	<u></u>
Financing Cash Flow	<u></u>	<u></u>
Net Cash Flows	<u>(34,873.40)</u>	<u>(2,537.32)</u>
Beginning Cash	382,035.33	349,699.25
Net Cash Flows	<u>(34,873.40)</u>	<u>(2,537.32)</u>
Ending Cash	<u>347,161.93</u>	<u>347,161.93</u>

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending Wednesday, July 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												
81,989	74,774	110%	81,633	100%	Green Fees	1,037,452	1,098,978	94%	1,041,119	100%	1,227,781	1,162,366
50,465	48,190	105%	48,939	103%	Cart Fee	594,887	577,488	103%	534,679	111%	666,486	672,526
23,221	15,456	150%	24,446	95%	Merchandise	290,859	197,126	148%	236,949	123%	225,501	340,226
280	20	1400%	25	1120%	Handicap Fee	6,815	6,170	110%	5,289	129%	6,430	7,077
510	2,900	18%	645	79%	Lessons	12,985	25,400	51%	16,283	80%	31,400	14,690
1,244	400	311%	893	139%	Rental Clubs	10,363	7,100	146%	7,738	134%	7,800	11,436
5,865	7,150	82%	5,077	116%	Range	64,607	71,876	90%	59,914	108%	83,261	73,501
2,845	3,523	81%	3,197	89%	City Surcharge R & R	33,019	38,133	87%	35,664	93%	44,187	38,196
166,419	152,412	109%	164,855	101%	Total Revenues	2,050,986	2,022,271	101%	1,937,634	106%	2,292,847	2,320,017
COST OF GOODS SOLD												
9,391	10,819	87%	16,461	57%	COGS - Merchandise	202,021	137,988	146%	169,412	119%	157,851	235,022
9,391	10,819	87%	16,461	57%	Total COGS	202,021	137,988	146%	169,412	119%	157,851	235,022
157,027	141,593	111%	148,393	106%	GROSS MARGIN	1,848,964	1,884,282	98%	1,768,222	105%	2,134,996	2,084,995
40.44%	70.00%	57.78%	67.34%	60.06%	COGS - Merchandise %	69.46%	70.00%	99.22%	71.50%	97.15%	70.00%	69.08%
PAYROLL												
36,872	34,713	106%	27,716	133%	Gross Payroll - Salaried	367,822	347,125	106%	291,075	126%	416,550	446,262
49,308	53,209	93%	40,229	123%	Gross Payroll - Hourly	459,776	514,359	89%	402,207	114%	618,341	541,893
86,180	87,922	98%	67,945	127%	S/T Wages	827,598	861,484	96%	693,282	119%	1,034,892	988,154
6,564	6,726	98%	5,184	127%	Payroll Tax - FICA	62,831	65,904	95%	51,463	122%	79,169	73,273
147	198	74%	140	105%	Payroll Tax - UC	2,465	2,551	97%	2,134	115%	2,816	2,773
1,482	1,819	82%	1,167	127%	Payroll Tax - WC	15,312	17,399	88%	12,877	119%	20,986	18,332
7,008	7,088	99%	5,769	121%	Benefits	69,243	69,086	100%	55,976	124%	83,261	81,851
15,202	15,830	96%	12,261	124%	S/T Adders	149,851	154,940	97%	122,450	122%	186,231	176,228
101,382	103,752	98%	80,206	126%	TOTAL PAYROLL	977,449	1,016,424	96%	815,733	120%	1,221,123	1,164,383
OPERATING EXPENSES												
0	50	0%	0	0%	Cart Supplies	429	850	50%	701	61%	950	462
1,759	800	220%	2,105	84%	Chemicals	6,969	8,000	87%	7,070	99%	9,600	8,580
491	0	0%	0	0%	Course Accessories	4,404	5,400	82%	6,588	67%	7,400	8,109
4,218	2,200	192%	488	864%	Fertilizer	40,398	56,700	71%	50,780	80%	61,100	47,004
0	0	0%	12	0%	Flowers/Decor	60	1,500	4%	1,771	3%	1,500	735
1,768	2,000	88%	1,562	113%	Fuel	14,329	16,300	88%	15,317	94%	20,300	18,637
2,310	0	0%	230	1003%	Fungicides	7,024	2,650	265%	1,497	469%	4,650	8,168
1,975	600	329%	3,147	63%	Herbicides	34,731	23,600	147%	33,169	105%	32,600	40,891
575	1,200	48%	2,173	26%	Insecticides	8,527	9,400	91%	5,658	151%	11,800	10,123
782	650	120%	0	0%	Janitorial Supplies	4,787	6,700	71%	5,690	84%	7,450	5,844
0	25	0%	0	0%	Laundry/Uniforms	42	1,855	2%	1,504	3%	2,405	92
396	200	198%	428	93%	Office Supplies	4,758	5,850	81%	6,428	74%	6,750	6,495
0	0	0%	0	0%	Printing	1,643	0	0%	1,106	149%	0	1,643
3,750	3,000	125%	0	0%	Range Balls	7,000	9,000	78%	5,792	121%	9,000	10,250
0	50	0%	0	0%	Range Equipment	1,382	1,610	86%	1,176	118%	1,710	1,880
0	100	0%	110	0%	Range Expenses	1,501	2,200	68%	1,983	76%	2,300	2,189
403	1,500	27%	2,114	19%	Sand/Topdress	10,179	9,900	103%	11,336	90%	12,900	13,570
0	0	0%	0	0%	Seeds/Trees	5,420	8,500	64%	7,010	77%	8,500	5,420
0	0	0%	0	0%	Small Tools	325	2,000	16%	493	66%	2,400	325
0	0	0%	470	0%	Staff/Volunteer Uniforms	96	500	19%	875	11%	500	96
170	300	57%	105	161%	Supplies	5,456	7,000	78%	7,755	70%	7,550	6,356
0	30	0%	64	0%	Tournament Expense	5,616	1,470	382%	1,491	377%	1,500	5,835
142	150	95%	139	102%	Alarm System	1,570	1,850	85%	1,604	98%	2,150	1,854
237	0	0%	43	558%	Cart Repairs	344	1,900	18%	1,645	21%	1,950	627
1,845	800	231%	1,191	155%	Computer Service	17,185	8,000	215%	5,822	295%	9,600	18,831
1,000	700	143%	825	121%	Contract Cleaning	10,075	7,000	144%	6,856	147%	8,400	11,988
0	50	0%	0	0%	Guest Relations	6,192	8,650	72%	8,258	75%	8,700	6,192
703	770	91%	504	139%	Handicap Expense	7,115	6,845	104%	6,538	109%	6,845	7,115
(410)	900	-46%	175	-234%	Irrigation	4,397	9,000	49%	5,810	76%	10,800	5,066
0	0	0%	0	0%	Lesson Expense	583	600	97%	0	0%	600	583
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
224	0	0%	0	0%	Repair & Maint - Paths	3,740	1,500	249%	251	1488%	3,000	3,822
3,317	2,170	153%	4,757	70%	Repair & Maint - Equipment	27,805	23,800	117%	29,208	95%	28,070	33,808
134	750	18%	183	74%	Repair & Maint - Building	9,686	5,770	168%	7,332	132%	5,920	17,762

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending Wednesday, July 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	
7,141	8,577	83%	8,577	83%	Cart Lease	71,410	85,770	83%	85,770	83%	102,924	88,564
9,676	7,166	135%	7,140	136%	Equipment Lease	100,846	71,660	141%	71,400	141%	85,992	115,126
206	250	82%	206	100%	Off-Site Storage	2,060	2,500	82%	2,060	100%	3,000	2,472
951	1,020	93%	1,038	92%	Utilities - Electric	9,634	9,500	101%	9,517	101%	11,440	11,694
3,605	3,950	91%	3,967	91%	Utilities - Other	41,044	38,300	107%	39,747	103%	46,200	48,993
199	200	99%	196	101%	Utilities - Telephone/Fax	1,990	2,000	99%	2,023	98%	2,400	2,323
337	216	156%	204	165%	Utilities - Water	2,828	2,160	131%	2,225	127%	2,592	3,221
520	0	0%	0	0%	Adv/Promo - Organizations	1,140	0	0%	0	0%	0	1,140
118	0	0%	0	0%	Adv/Promo - Promotional	178	0	0%	0	0%	0	178
71	2,800	3%	5,504	1%	Adv/Promo - Mktg/Bus Dev	13,422	22,500	60%	18,901	71%	28,800	16,226
0	0	0%	0	0%	Adv/Promo - Radio/TV	1,158	0	0%	0	0%	0	1,158
250	0	0%	0	0%	Adv/Promo - Website	1,250	0	0%	5,000	25%	0	1,250
332	350	95%	182	183%	Bank Charges	3,128	3,700	85%	3,110	101%	4,400	3,650
32	0	0%	(66)	-49%	Cash Short/(Over)	(966)	0	0%	(39)	2453%	0	(1,191)
240	270	89%	190	126%	Cell Phone	2,400	2,680	90%	2,350	102%	3,220	2,830
2,845	3,523	81%	3,197	89%	City Surcharge R & R	33,019	38,133	87%	35,664	93%	44,187	38,196
4,655	2,500	186%	3,746	124%	Credit Card Discounts	52,582	37,800	139%	46,913	112%	42,800	60,209
0	0	0%	(50)	0%	Donations	0	0	0%	(60)	0%	0	2
0	0	0%	597	0%	Dues & Subscriptions	2,292	3,300	69%	2,639	87%	3,300	2,292
0	0	0%	0	0%	Education & Training	1,362	740	184%	835	163%	740	2,462
298	150	199%	386	77%	Employee Relations	9,615	6,000	160%	7,111	135%	6,400	11,391
0	32	0%	46	0%	Employee Testing	93	64	146%	147	63%	64	93
9,910	8,500	117%	9,297	107%	Insurance Expense	92,809	85,000	109%	78,390	118%	102,000	111,068
0	50	0%	8	0%	Member Relations	991	500	198%	(3,776)	-26%	600	506
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
519	400	130%	457	113%	Payroll Processing Fee	5,112	4,320	118%	4,483	114%	5,170	6,050
161	150	107%	166	97%	Postage/Shipping	1,437	1,880	76%	1,807	80%	2,180	1,663
160	0	0%	45	356%	Tax/Licenses/Fees	(110)	200	-55%	(155)	71%	200	(170)
0	100	0%	0	0%	Travel - Meals	0	750	0%	246	0%	850	0
387	50	773%	18	2203%	Travel - Other	4,230	3,900	108%	10,779	39%	4,000	4,276
0	20	0%	0	0%	Employee Meals	37	200	19%	25	148%	240	37
68,402	59,269	115%	65,875	104%	TOTAL OPERATING EXPENSES	724,275	698,957	104%	694,137	104%	828,099	869,429
(12,757)	(21,428)	60%	2,312	-552%	EBITDA	147,240	168,901	87%	258,352	57%	85,774	51,184
6,592	6,592	100%	6,400	103%	Management Fee	65,920	65,920	100%	63,874	103%	79,104	78,720
6,592	6,592	100%	6,400	103%	Management Fees	65,920	65,920	100%	63,874	103%	79,104	78,720
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(19,445)	(28,116)	69%	(4,184)	465%	NET INCOME	80,365	102,026	79%	193,523	42%	5,524	(28,683)

The Golf Club at Cypress Head
Course Grounds
For the Ten Months Ending Wednesday, July 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												
81,989	74,774	110%	81,633	100%	Green Fees	1,037,452	1,098,978	94%	1,041,119	100%	1,227,781	1,162,366
2,845	3,523	81%	3,197	89%	City Surcharge R & R	33,019	38,133	87%	35,664	93%	44,187	38,196
84,834	78,297	108%	84,830	100%	Total Revenues	1,070,471	1,137,111	94%	1,076,783	99%	1,271,968	1,200,562
84,834	78,297	108%	84,830	100%	GROSS MARGIN	1,070,471	1,137,111	94%	1,076,783	99%	1,271,968	1,200,562
PAYROLL												
11,628	11,378	102%	11,290	103%	Gross Payroll - Salaried	114,662	113,783	101%	109,636	105%	136,539	136,998
29,410	28,051	105%	20,608	143%	Gross Payroll - Hourly	239,477	273,473	88%	218,328	110%	328,670	284,524
41,039	39,429	104%	31,898	129%	S/T Wages	354,139	387,256	91%	327,963	108%	465,209	421,522
3,056	3,016	101%	2,401	127%	Payroll Tax - FICA	26,224	29,625	89%	24,310	108%	35,588	31,185
15	23	66%	12	130%	Payroll Tax - UC	796	786	101%	675	118%	819	841
638	816	78%	553	115%	Payroll Tax - WC	6,270	7,821	80%	6,133	102%	9,434	7,712
2,729	3,142	87%	2,517	108%	Benefits	26,951	30,610	88%	21,780	124%	36,892	32,294
6,439	6,996	92%	5,483	117%	S/T Adders	60,241	68,842	88%	52,898	114%	82,733	72,033
47,477	46,425	102%	37,380	127%	TOTAL PAYROLL	414,380	456,098	91%	380,861	109%	547,942	493,555
OPERATING EXPENSES												
1,759	800	220%	2,105	84%	Chemicals	6,969	8,000	87%	7,070	99%	9,600	8,580
491	0	0%	0	0%	Course Accessories	4,404	5,400	82%	6,588	67%	7,400	8,109
4,218	2,200	192%	488	864%	Fertilizer	40,398	56,700	71%	50,780	80%	61,100	47,004
0	0	0%	12	0%	Flowers/Decor	60	1,500	4%	1,771	3%	1,500	735
1,768	2,000	88%	1,562	113%	Fuel	14,329	16,300	88%	15,317	94%	20,300	18,637
2,310	0	0%	230	1003%	Fungicides	7,024	2,650	265%	1,497	469%	4,650	8,168
1,975	600	329%	3,147	63%	Herbicides	34,731	23,600	147%	33,169	105%	32,600	40,891
575	1,200	48%	2,173	26%	Insecticides	8,527	9,400	91%	5,658	151%	11,800	10,123
403	1,500	27%	2,114	19%	Sand/Topdress	10,179	9,900	103%	11,336	90%	12,900	13,570
0	0	0%	0	0%	Seeds/Trees	5,420	8,500	64%	7,010	77%	8,500	5,420
0	0	0%	0	0%	Small Tools	325	2,000	16%	493	66%	2,400	325
0	0	0%	470	0%	Staff/Volunteer Uniforms	96	500	19%	875	11%	500	96
(410)	900	-46%	175	-234%	Irrigation	4,397	9,000	49%	5,810	76%	10,800	5,066
224	0	0%	0	0%	Repair & Maint - Paths	3,740	1,500	249%	251	1488%	3,000	3,822
3,283	1,800	182%	2,194	150%	Repair & Maint - Equipment	19,793	18,000	110%	22,689	87%	21,600	25,646
0	500	0%	0	0%	Repair & Maint - Building	1,380	1,000	138%	1,253	110%	1,000	1,781
9,676	7,166	135%	7,140	136%	Equipment Lease	100,846	71,660	141%	71,400	141%	85,992	115,126
304	270	113%	357	85%	Utilities - Electric	2,726	2,700	101%	2,927	93%	3,240	3,450
1,334	1,750	76%	1,241	108%	Utilities - Other	18,234	17,500	104%	18,525	98%	21,000	20,555
337	216	156%	204	165%	Utilities - Water	2,828	2,160	131%	2,225	127%	2,592	3,221
0	0	0%	0	0%	Education & Training	540	740	73%	835	65%	740	540
0	0	0%	0	0%	Employee Relations	734	500	147%	679	108%	600	734
0	32	0%	46	0%	Employee Testing	93	64	146%	147	63%	64	93
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	3,000	100%	6,000	5,850
190	0	0%	0	0%	Tax/Licenses/Fees	190	200	95%	0	0%	200	190
28,439	20,934	136%	23,658	120%	TOTAL OPERATING EXPENSES	290,962	272,474	107%	271,308	107%	330,078	347,732
8,918	10,938	82%	23,792	37%	EBITDA	365,129	408,538	89%	424,613	86%	393,949	359,276
8,918	10,938	82%	23,792	37%	NET INCOME	365,129	408,538	89%	424,613	86%	393,949	359,276

The Golf Club at Cypress Head
Carts
For the Ten Months Ending Wednesday, July 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							
50,465	48,190	105%	48,939	103%	Cart Fee	594,887	577,488	103%	534,679	111%	666,486	672,526
50,465	48,190	105%	48,939	103%	Total Revenues	594,887	577,488	103%	534,679	111%	666,486	672,526
50,465	48,190	105%	48,939	103%	GROSS MARGIN	594,887	577,488	103%	534,679	111%	666,486	672,526
					PAYROLL							
11,491	16,833	68%	13,130	88%	Gross Payroll - Hourly	145,152	159,240	91%	119,977	121%	191,643	170,376
11,491	16,833	68%	13,130	88%	S/T Wages	145,152	159,240	91%	119,977	121%	191,643	170,376
921	1,288	72%	1,012	91%	Payroll Tax - FICA	11,443	12,182	94%	9,496	120%	14,661	13,407
99	138	72%	109	91%	Payroll Tax - UC	1,088	1,055	103%	924	118%	1,221	1,313
254	348	73%	225	113%	Payroll Tax - WC	2,698	3,217	84%	2,223	121%	3,887	3,262
21	9	222%	6	375%	Benefits	192	91	211%	(138)	-140%	110	201
1,295	1,783	73%	1,352	96%	S/T Adders	15,420	16,545	93%	12,505	123%	19,879	18,182
12,785	18,616	69%	14,482	88%	TOTAL PAYROLL	160,572	175,785	91%	132,482	121%	211,522	188,558
					OPERATING EXPENSES							
0	50	0%	0	0%	Cart Supplies	429	850	50%	701	61%	950	462
0	0	0%	88	0%	Supplies	462	3,000	15%	4,038	11%	3,250	706
237	0	0%	43	558%	Cart Repairs	344	1,900	18%	1,645	21%	1,950	627
7,141	8,577	83%	8,577	83%	Cart Lease	71,410	85,770	83%	85,770	83%	102,924	88,564
647	750	86%	681	95%	Utilities - Electric	6,908	6,800	102%	6,589	105%	8,200	8,244
8,026	9,377	86%	9,388	85%	TOTAL OPERATING EXPENSES	79,553	98,320	81%	98,743	81%	117,274	98,603
29,654	20,196	147%	25,069	118%	EBITDA	354,762	303,383	117%	303,454	117%	337,691	385,364
29,654	20,196	147%	25,069	118%	NET INCOME	354,762	303,383	117%	303,454	117%	337,691	385,364

The Golf Club at Cypress Head
Range
For the Ten Months Ending Wednesday, July 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	
5,865	7,150	82%	5,077	116%	REVENUES	64,607	71,876	90%	59,914	108%	83,261	73,501
5,865	7,150	82%	5,077	116%	Range	64,607	71,876	90%	59,914	108%	83,261	73,501
5,865	7,150	82%	5,077	116%	Total Revenues	64,607	71,876	90%	59,914	108%	83,261	73,501
5,865	7,150	82%	5,077	116%	GROSS MARGIN	64,607	71,876	90%	59,914	108%	83,261	73,501
3,750	3,000	125%	0	0%	OPERATING EXPENSES	7,000	9,000	78%	5,792	121%	9,000	10,250
0	50	0%	0	0%	Range Balls	1,382	1,610	86%	1,176	118%	1,710	1,880
0	100	0%	110	0%	Range Equipment	1,501	2,200	68%	1,983	76%	2,300	2,189
0	0	0%	568	0%	Range Expenses	1,553	3,300	47%	3,768	41%	3,300	1,553
3,750	3,150	119%	678	553%	Repair & Maint - Equipment	11,437	16,110	71%	12,719	90%	16,310	15,873
2,115	4,000	53%	4,399	48%	TOTAL OPERATING EXPENSES	53,170	55,766	95%	47,194	113%	66,951	57,628
2,115	4,000	53%	4,399	48%	EBITDA	53,170	55,766	95%	47,194	113%	66,951	57,628
2,115	4,000	53%	4,399	48%	NET INCOME	53,170	55,766	95%	47,194	113%	66,951	57,628

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending Wednesday, July 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	
23,221	15,456	150%	24,446	95%	REVENUES	290,859	197,126	148%	236,949	123%	225,501	340,226
280	20	1400%	25	1120%	Merchandise	6,815	6,170	110%	5,289	129%	6,430	7,077
510	2,900	18%	645	79%	Handicap Fee	12,985	25,400	51%	16,283	80%	31,400	14,690
1,244	400	311%	893	139%	Lessons	10,363	7,100	146%	7,738	134%	7,800	11,436
25,255	18,776	135%	26,009	97%	Rental Clubs	321,021	235,796	136%	266,258	121%	271,131	373,428
					Total Revenues							
9,391	10,819	87%	16,461	57%	COST OF GOODS SOLD	202,021	137,988	146%	169,412	119%	157,851	235,022
9,391	10,819	87%	16,461	57%	COGS - Merchandise	202,021	137,988	146%	169,412	119%	157,851	235,022
					Total COGS							
15,864	7,957	199%	9,548	166%	GROSS MARGIN	119,000	97,808	122%	96,846	123%	113,280	138,407
40.44%	70.00%	57.78%	67.34%	60.06%		69.46%	70.00%	99.22%	71.50%	97.15%	70.00%	69.08%
4,024	3,605	112%	3,693	109%	PAYROLL	42,921	36,050	119%	34,810	123%	43,260	51,093
8,309	8,060	103%	5,800	143%	Gross Payroll - Salaried	73,829	79,040	93%	56,456	131%	94,900	85,408
12,333	11,665	106%	9,493	130%	Gross Payroll - Hourly	116,750	115,090	101%	91,266	128%	138,160	136,501
					S/T Wages							
1,070	892	120%	805	133%	Payroll Tax - FICA	8,847	8,804	100%	7,190	123%	10,569	10,351
33	30	109%	19	170%	Payroll Tax - UC	467	452	103%	364	129%	504	482
225	241	93%	167	135%	Payroll Tax - WC	2,131	2,324	92%	1,708	125%	2,801	2,543
1,324	629	211%	649	204%	Benefits	12,473	6,128	204%	6,373	196%	7,385	15,098
2,651	1,792	148%	1,640	162%	S/T Adders	23,918	17,708	135%	15,635	153%	21,260	28,474
14,984	13,457	111%	11,132	135%	TOTAL PAYROLL	140,668	132,798	106%	106,901	132%	159,420	164,975
0	0	0%	0	0%	OPERATING EXPENSES	0	500	0%	138	0%	600	0
0	0	0%	0	0%	Office Supplies	1,643	0	0%	1,090	151%	0	1,643
170	300	57%	17	970%	Printing	4,995	4,000	125%	3,717	134%	4,300	5,651
0	30	0%	64	0%	Supplies	5,616	1,470	382%	1,491	377%	1,500	5,835
703	770	91%	504	139%	Tournament Expense	7,115	6,845	104%	6,538	109%	6,845	7,115
0	0	0%	0	0%	Handicap Expense	583	600	97%	0	0%	600	583
0	100	0%	0	0%	Lesson Expense	0	400	0%	0	0%	400	0
0	0	0%	0	0%	Repair & Maint - Building	602	0	0%	0	0%	0	602
873	1,200	73%	586	149%	Education & Training	20,553	13,815	149%	12,975	158%	14,245	21,428
					TOTAL OPERATING EXPENSES							
7	(6,700)	0%	(2,170)	0%	EBITDA	(42,221)	(48,806)	87%	(23,030)	183%	(60,384)	(47,997)
7	(6,700)	0%	(2,170)	0%	NET INCOME	(42,221)	(48,806)	87%	(23,030)	183%	(60,384)	(47,997)

The Golf Club at Cypress Head
G A
For the Ten Months Ending Wednesday, July 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												
14,281	14,229	100%	12,733	112%	Gross Payroll - Salaried	141,208	142,293	99%	125,199	113%	170,751	186,625
99	266	37%	40	246%	Gross Payroll - Hourly	1,319	2,606	51%	553	238%	3,129	1,469
14,380	14,495	99%	12,774	113%	S/T Wages	142,527	144,899	98%	125,752	113%	173,880	188,094
1,005	1,109	91%	917	110%	Payroll Tax - FICA	11,223	11,085	101%	8,293	135%	13,302	12,935
0	2	15%	0	77%	Payroll Tax - UC	12	149	8%	114	11%	154	14
245	300	82%	223	110%	Payroll Tax - WC	2,943	2,926	101%	2,372	124%	3,525	3,498
2,320	2,662	87%	2,583	90%	Benefits	24,109	25,955	93%	27,595	87%	31,280	28,737
3,570	4,074	88%	3,723	96%	S/T Adders	38,287	40,115	95%	38,374	100%	48,262	45,184
17,950	18,569	97%	16,496	109%	TOTAL PAYROLL	180,814	185,014	98%	164,126	110%	222,142	233,278
OPERATING EXPENSES												
782	650	120%	0	0%	Janitorial Supplies	4,787	6,700	71%	5,690	84%	7,450	5,844
0	25	0%	0	0%	Laundry/Uniforms	42	1,855	2%	1,504	3%	2,405	92
396	200	198%	428	93%	Office Supplies	4,758	5,350	89%	6,290	76%	6,150	6,495
0	0	0%	0	0%	Printing	0	0	0%	16	0%	0	0
142	150	95%	139	102%	Alarm System	1,570	1,850	85%	1,604	98%	2,150	1,854
1,845	800	231%	1,191	155%	Computer Service	17,185	8,000	215%	5,822	295%	9,600	18,831
1,000	700	143%	825	121%	Contract Cleaning	10,075	7,000	144%	6,856	147%	8,400	11,988
0	50	0%	0	0%	Guest Relations	6,192	8,650	72%	8,258	75%	8,700	6,192
0	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
34	370	9%	1,995	2%	Repair & Maint - Equipment	6,458	2,500	258%	2,751	235%	3,170	6,608
134	150	90%	183	74%	Repair & Maint - Building	8,306	4,370	190%	6,079	137%	4,520	15,981
206	250	82%	206	100%	Off-Site Storage	2,060	2,500	82%	2,060	100%	3,000	2,472
2,271	2,200	103%	2,726	83%	Utilities - Other	22,810	20,800	110%	21,222	107%	25,200	28,438
199	200	99%	196	101%	Utilities - Telephone/Fax	1,990	2,000	99%	2,023	98%	2,400	2,323
332	350	95%	182	183%	Bank Charges	3,128	3,700	85%	3,110	101%	4,400	3,650
32	0	0%	(66)	-49%	Cash Short(Over)	(966)	0	0%	(39)	2453%	0	(1,191)
240	270	89%	190	126%	Cell Phone	2,400	2,680	90%	2,350	102%	3,220	2,830
2,845	3,523	81%	3,197	89%	City Surcharge R & R	33,019	38,133	87%	35,664	93%	44,187	38,196
4,655	2,500	186%	3,746	124%	Credit Card Discounts	52,582	37,800	139%	46,913	112%	42,800	60,209
0	0	0%	(50)	0%	Donations	0	0	0%	(60)	0%	0	2
0	0	0%	597	0%	Dues & Subscriptions	2,292	3,300	69%	2,639	87%	3,300	2,292
0	0	0%	0	0%	Education & Training	220	0	0%	0	0%	0	1,320
298	150	199%	386	77%	Employee Relations	8,881	5,500	161%	6,431	138%	5,800	10,657
9,910	8,500	117%	9,297	107%	Insurance Expense	92,809	85,000	109%	78,390	118%	102,000	111,068
0	50	0%	8	0%	Member Relations	991	500	198%	(3,776)	-26%	600	506
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,500	16,500	76%	15,500	81%	19,500	17,500
519	400	130%	457	113%	Payroll Processing Fee	5,112	4,320	118%	4,483	114%	5,170	6,050
161	150	107%	166	97%	Postage/Shipping	1,437	1,880	76%	1,807	80%	2,180	1,663
(30)	0	0%	45	-67%	Tax/Licenses/Fees	(300)	0	0%	(155)	194%	0	(360)
0	100	0%	0	0%	Travel - Meals	0	750	0%	246	0%	850	0
387	50	773%	18	2203%	Travel - Other	4,230	3,900	108%	10,779	39%	4,000	4,276
0	20	0%	0	0%	Employee Meals	37	200	19%	25	148%	240	37
26,357	21,808	121%	26,061	101%	TOTAL OPERATING EXPENSES	304,622	275,738	110%	274,490	111%	321,392	365,841
(44,308)	(40,377)	110%	(42,558)	104%	EBITDA	(485,436)	(460,752)	105%	(438,616)	111%	(543,534)	(599,120)
6,592	6,592	100%	6,400	103%	Management Fee	65,920	65,920	100%	63,874	103%	79,104	78,720
6,592	6,592	100%	6,400	103%	Management Fees	65,920	65,920	100%	63,874	103%	79,104	78,720
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(50,995)	(47,064)	108%	(49,053)	104%	NET INCOME	(552,311)	(527,627)	105%	(503,445)	110%	(623,784)	(678,986)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending Wednesday, July 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												
6,938	5,500	126%	0	0%	Gross Payroll - Salaried	69,030	55,000	126%	21,430	322%	66,000	71,545
0	0	0%	651	0%	Gross Payroll - Hourly	0	0	0%	6,893	0%	0	115
6,938	5,500	126%	651	106%	S/T Wages	69,030	55,000	126%	28,324	244%	66,000	71,660
512	421	122%	50	102%	Payroll Tax - FICA	5,096	4,208	121%	2,175	234%	5,049	5,396
0	5	0%	0	0%	Payroll Tax - UC	102	108	94%	57	178%	117	123
121	114	106%	0	0%	Payroll Tax - WC	1,270	1,111	114%	441	288%	1,338	1,316
615	646	95%	15	424%	Benefits	5,517	6,302	88%	366	1508%	7,594	5,520
1,248	1,185	105%	64	1940%	S/T Adders	11,985	11,728	102%	3,039	394%	14,098	12,356
8,186	6,685	122%	716	1144%	TOTAL PAYROLL	81,015	66,728	121%	31,363	258%	80,098	84,016
OPERATING EXPENSES												
520	0	0%	0	0%	Adv/Promo - Organizations	1,140	0	0%	0	0%	0	1,140
118	0	0%	0	0%	Adv/Promo - Promotional	178	0	0%	0	0%	0	178
71	2,800	3%	5,504	1%	Adv/Promo - Mktg/Bus Dev	13,422	22,500	60%	18,901	71%	28,800	16,226
0	0	0%	0	0%	Adv/Promo - Radio/TV	1,158	0	0%	0	0%	0	1,158
250	0	0%	0	0%	Adv/Promo - Website	1,250	0	0%	5,000	25%	0	1,250
958	2,800	34%	5,504	17%	TOTAL OPERATING EXPENSES	17,148	22,500	76%	23,901	72%	28,800	19,952
(9,144)	(9,485)	96%	(6,219)	147%	EBITDA	(98,163)	(89,228)	110%	(55,263)	178%	(108,898)	(103,967)
(9,144)	(9,485)	96%	(6,219)	147%	NET INCOME	(98,163)	(89,228)	110%	(55,263)	178%	(108,898)	(103,967)

The Golf Club at Cypress Head
For the Ten Months Ending Wednesday, July 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												
132,454	122,963	108%	130,572	101%	Green Fees & Cart Fees	1,632,339	1,676,466	97%	1,575,798	104%	1,894,268	1,834,892
23,221	15,456	150%	24,446	95%	Merchandise	290,859	197,126	148%	236,949	123%	225,501	340,226
2,034	3,320	61%	1,563	130%	Other Pro Shop	30,162	38,670	78%	29,309	103%	45,630	33,203
5,865	7,150	82%	5,077	116%	Range	64,607	71,876	90%	59,914	108%	83,261	73,501
2,845	3,523	81%	3,197	89%	Other Operating Revenues	33,019	38,133	87%	35,664	93%	44,187	38,196
166,419	152,412	109%	164,855	101%	TOTAL REVENUE	2,050,986	2,022,271	101%	1,937,634	106%	2,292,847	2,320,017
COST OF SALES												
9,391	10,819	87%	16,461	57%	Merchandise	202,021	137,988	146%	169,412	119%	157,851	235,022
9,391	10,819	87%	16,461	57%	TOTAL COGS	202,021	137,988	146%	169,412	119%	157,851	235,022
PAYROLL												
47,477	46,425	102%	37,380	127%	Course and Grounds	414,380	456,098	91%	380,861	109%	547,942	493,555
12,785	18,616	69%	14,482	88%	Carts, Range, Starters, Etc.	160,572	175,785	91%	132,482	121%	211,522	188,558
14,984	13,457	111%	11,132	135%	Pro Shop	140,668	132,798	106%	106,901	132%	159,420	164,975
17,950	18,569	97%	16,496	109%	General and Administrative	180,814	185,014	98%	164,126	110%	222,142	233,278
8,186	6,685	122%	716	1144%	Marketing	81,015	66,728	121%	31,363	258%	80,098	84,016
101,382	103,752	98%	80,206	126%	TOTAL PAYROLL	977,449	1,016,424	96%	815,733	120%	1,221,123	1,164,383
OPERATING EXPENSES												
28,439	20,934	136%	23,658	120%	Course and Grounds	290,962	272,474	107%	271,308	107%	330,078	347,732
11,776	12,527	94%	10,066	117%	Carts, Range, Starters, Etc.	90,990	114,430	80%	111,462	82%	133,584	114,476
873	1,200	73%	586	149%	Pro Shop	20,553	13,815	149%	12,975	158%	14,245	21,428
26,357	21,808	121%	26,061	101%	General and Administrative	304,622	275,738	110%	274,490	111%	321,392	365,841
958	2,800	34%	5,504	17%	Marketing	17,148	22,500	76%	23,901	72%	28,800	19,952
68,402	59,269	115%	65,875	104%	TOTAL OPERATING EXPENSES	724,275	698,957	104%	694,137	104%	828,099	869,429
179,176	173,840	103%	162,543	110%	TOTAL EXPENSES	1,903,745	1,853,369	103%	1,679,282	113%	2,207,072	2,268,833
(12,757)	(21,428)	60%	2,312	-552%	EBITDA	147,240	168,901	87%	258,352	57%	85,774	51,184

The Golf Club at Cypress Head
For the Ten Months Ending Wednesday, July 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	
(12,757)	(21,428)	60%	2,312	-552%	EBITDA	147,240	168,901	87%	258,352	57%	85,774	51,184
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(65,920)	(65,920)	100%	(63,874)	103%	(79,104)	(78,720)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(19,445)	(28,116)	69%	(4,184)	465%	NET INCOME	80,365	102,026	79%	193,523	42%	5,524	(28,683)
3,124	2,943	106%	3,619	86%	Paid Rounds	36,322	38,560	94%	39,663	92%	43,894	41,756
354	476	74%	298	119%	Annual Pass Rounds	3,617	3,932	92%	3,489	104%	4,795	4,291
285	214	133%	236	121%	Other Rounds	2,618	2,373	110%	2,526	104%	2,783	3,116
3,763	3,633	104%	4,153	91%	Total Rounds	42,557	44,865	95%	45,678	93%	51,472	49,163
53	52	103%	46	117%	Revenue/Paid Rounds	56	52	108%	49	116%	52	662
44	42	105%	40	111%	Revenue/Total Rounds	48	45	107%	42	114%	45	561

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 7/1/2024
Account: First

To:
7/31/2024
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	\$347,433.92	\$163,600.61	\$241,471.50	(\$77,870.89)	\$269,563.03
	10050-5950-900	Cash - Course Payroll BMO	\$33,251.41	\$122,000.00	\$79,002.51	\$42,997.49	\$76,248.90
	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	\$0.00	\$11,700.71	\$11,700.71	\$0.00	\$0.00
	12000-5950-900	Inventory - Merchandise	\$116,938.62	\$7,846.72	\$14,818.31	(\$6,971.59)	\$109,967.03
	13020-5950-900	Prepaid Insurance	\$50,367.40	\$8,097.00	\$10,659.54	(\$2,562.54)	\$47,804.86
	13040-5950-900	Prepaid Exp - Other	\$12,323.80	\$414.00	\$802.31	(\$388.31)	\$11,935.49
	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	(\$5,202.46)	\$0.00	\$23.12	(\$23.12)	(\$5,225.58)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,918.32)	\$0.00	\$72.41	(\$72.41)	(\$27,990.73)
	30000-5950-900	Accts Pay - Trade	(\$63,981.32)	\$93,691.38	\$77,755.08	\$15,936.30	(\$48,045.02)
	30040-5950-900	Accts Pay - Other	(\$210,210.21)	\$17,912.77	\$17,284.87	\$627.90	(\$209,582.31)
	31000-5950-900	Accrued Expenses	(\$750.00)	\$750.00	\$1,580.00	(\$830.00)	(\$1,580.00)
	31020-5950-900	Accrued Payroll	(\$61,541.47)	\$48,973.51	\$55,303.71	(\$6,330.20)	(\$67,871.67)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$3,033.72	\$5,267.88	(\$2,234.16)	(\$2,234.16)
	31220-5950-900	Accrued Sales Tax	(\$10,592.79)	\$10,592.79	\$9,732.08	\$860.71	(\$9,732.08)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,844.91	\$2,844.91	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$10,411.07)	\$3,336.98	\$820.71	\$2,516.27	(\$7,894.80)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,451.11)	\$782.47	\$0.00	\$782.47	(\$11,668.64)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$8,265.10)	\$2,755.26	\$0.00	\$2,755.26	(\$5,509.84)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$14,094.41)	\$5,045.75	\$347.30	\$4,698.45	(\$9,395.96)
	32070-5950-900	Deferred Rev - Gift Cards	(\$40,511.55)	\$850.01	\$385.00	\$465.01	(\$40,046.54)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,750.68)	\$573.01	\$686.00	(\$112.99)	(\$11,863.67)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$20,140.16)	\$6,598.73	\$347.30	\$6,251.43	(\$13,888.73)
	32160-5950-900	Deferred Rev - Training Facility	(\$181.20)	\$60.40	\$0.00	\$60.40	(\$120.80)
	49020-5950-900	Retained Earnings - Current	(\$1.77)	\$0.00	\$0.00	\$0.00	(\$1.77)
	50000-5950-100	Green Fees - Annual Pass	(\$59,849.90)	\$0.00	\$7,453.71	(\$7,453.71)	(\$67,303.61)
	5002A-5950-100	Green Fee - Annual	(\$25.12)	\$0.00	\$0.00	\$0.00	(\$25.12)
	5003A-5950-100	Green Fee - Group	(\$107,725.73)	\$0.00	\$9,227.43	(\$9,227.43)	(\$116,953.16)
	50040-5950-100	Green Fees - Member	(\$1,337.62)	\$12.00	\$2,355.38	(\$2,343.38)	(\$3,681.00)
	5006A-5950-100	Green Fee - Junior	(\$4,860.12)	\$0.00	\$551.71	(\$551.71)	(\$5,411.83)
	50070-5950-100	Green Fees - (surcharge)	(\$30,173.36)	\$2,844.91	\$5,689.83	(\$2,844.92)	(\$33,018.28)
	5007A-5950-100	Green Fee - League	(\$30,835.42)	\$0.00	\$5,302.90	(\$5,302.90)	(\$36,138.32)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$192,026.37)	\$0.00	\$18,847.20	(\$18,847.20)	(\$210,873.57)
	5011A-5950-100	Green Fee - Non-Revenue	(\$36.00)	\$0.00	\$0.00	\$0.00	(\$36.00)
	5012A-5950-100	Green Fee - Outing	(\$62,584.36)	\$0.00	\$3,737.62	(\$3,737.62)	(\$66,321.98)
	5014A-5950-100	Green Fee - Resident	(\$258,886.60)	\$6,320.96	\$22,160.99	(\$15,840.03)	(\$274,726.63)
	5015A-5950-100	Green Fee - Senior	(\$201,490.72)	\$0.00	\$15,839.71	(\$15,839.71)	(\$217,330.43)
	5016A-5950-100	Green Fee - Staff	(\$1.88)	\$0.00	\$0.00	\$0.00	(\$1.88)
	5019A-5950-100	Green Fee - Wholesale	(\$5,629.95)	\$0.00	\$0.00	\$0.00	(\$5,629.95)
	50500-5950-200	Cart Fee 18	(\$474,432.43)	\$0.00	\$43,866.40	(\$43,866.40)	(\$518,298.83)
	50520-5950-200	Cart Fee - Annual Trail	(\$69,989.57)	\$0.00	\$6,598.73	(\$6,598.73)	(\$76,588.30)
	52090-5950-600	Handicap Fee	(\$6,535.00)	\$0.00	\$280.00	(\$280.00)	(\$6,815.00)
	52150-5950-600	Lessons	(\$12,474.66)	\$0.00	\$510.00	(\$510.00)	(\$12,984.66)
	52280-5950-600	Rental Clubs	(\$9,118.27)	\$0.00	\$1,244.39	(\$1,244.39)	(\$10,362.66)
	52310-5950-600	Retail	(\$267,638.05)	\$0.00	\$23,220.61	(\$23,220.61)	(\$290,858.66)
	53050-5950-220	Range Pass Revenue	(\$58,741.47)	\$0.00	\$5,865.03	(\$5,865.03)	(\$64,606.50)
	56120-5950-100	City Surcharge R & R	(\$30,174.25)	\$0.00	\$2,844.91	(\$2,844.91)	(\$33,019.16)
	60000-5950-600	COGS - Merchandise - Accessories	\$192,630.05	\$9,391.29	\$0.00	\$9,391.29	\$202,021.34
	70000-5950-100	Gross Payroll - Salaried	\$103,033.83	\$17,630.20	\$6,001.77	\$11,628.43	\$114,662.26
	70000-5950-600	Gross Payroll - Salaried	\$38,896.56	\$6,361.77	\$2,337.54	\$4,024.23	\$42,920.79

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-900	Gross Payroll - Salaried	\$126,926.94	\$21,589.82	\$7,308.37	\$14,281.45	\$141,208.39
	70000-5950-950	Gross Payroll - Salaried	\$62,092.39	\$10,014.65	\$3,076.93	\$6,937.72	\$69,030.11
	70010-5950-100	Gross Payroll - Hourly	\$210,066.51	\$41,325.49	\$11,915.32	\$29,410.17	\$239,476.68
	70010-5950-200	Gross Payroll - Hourly	\$133,661.09	\$22,404.11	\$10,913.54	\$11,490.57	\$145,151.66
	70010-5950-600	Gross Payroll - Hourly	\$65,520.23	\$12,850.07	\$4,541.36	\$8,308.71	\$73,828.94
	70010-5950-900	Gross Payroll - Hourly	\$1,219.92	\$123.36	\$24.36	\$99.00	\$1,318.92
	71000-5950-100	Payroll Tax - FICA	\$23,167.42	\$4,385.85	\$1,329.70	\$3,056.15	\$26,223.57
	71000-5950-200	Payroll Tax - FICA	\$10,521.11	\$1,828.19	\$906.78	\$921.41	\$11,442.52
	71000-5950-600	Payroll Tax - FICA	\$7,776.92	\$1,688.52	\$618.71	\$1,069.81	\$8,846.73
	71000-5950-900	Payroll Tax - FICA	\$10,217.99	\$1,518.72	\$514.06	\$1,004.66	\$11,222.65
	71000-5950-950	Payroll Tax - FICA	\$4,583.65	\$738.24	\$226.15	\$512.09	\$5,095.74
	71010-5950-100	Payroll Tax - UC	\$780.83	\$15.02	\$0.00	\$15.02	\$795.85
	71010-5950-200	Payroll Tax - UC	\$988.72	\$98.90	\$0.00	\$98.90	\$1,087.62
	71010-5950-600	Payroll Tax - UC	\$434.72	\$32.61	\$0.00	\$32.61	\$467.33
	71010-5950-900	Payroll Tax - UC	\$11.86	\$0.36	\$0.00	\$0.36	\$12.22
	71010-5950-950	Payroll Tax - UC	\$101.87	\$0.00	\$0.00	\$0.00	\$101.87
	71020-5950-100	Payroll Tax - WC	\$5,631.80	\$638.40	\$0.00	\$638.40	\$6,270.20
	71020-5950-200	Payroll Tax - WC	\$2,444.24	\$253.59	\$0.00	\$253.59	\$2,697.83
	71020-5950-600	Payroll Tax - WC	\$1,905.93	\$224.80	\$0.00	\$224.80	\$2,130.73
	71020-5950-900	Payroll Tax - WC	\$2,698.57	\$244.59	\$0.00	\$244.59	\$2,943.16
	71020-5950-950	Payroll Tax - WC	\$1,149.34	\$121.04	\$0.00	\$121.04	\$1,270.38
	71030-5950-100	Benefits	\$24,222.26	\$6,414.45	\$3,685.32	\$2,729.13	\$26,951.39
	71030-5950-200	Benefits	\$171.65	\$984.45	\$963.76	\$20.69	\$192.34
	71030-5950-600	Benefits	\$11,149.70	\$2,511.09	\$1,187.46	\$1,323.63	\$12,473.33
	71030-5950-900	Benefits	\$21,788.72	\$5,254.52	\$2,934.30	\$2,320.22	\$24,108.94
	71030-5950-950	Benefits	\$4,901.86	\$856.54	\$241.74	\$614.80	\$5,516.66
	80110-5950-200	Cart Supplies	\$429.22	\$0.00	\$0.00	\$0.00	\$429.22
	80120-5950-100	Chemicals	\$5,209.13	\$1,759.48	\$0.00	\$1,759.48	\$6,968.61
	80170-5950-100	Course Accessories	\$3,913.05	\$491.28	\$0.00	\$491.28	\$4,404.33
	80230-5950-100	Fertilizer	\$36,179.49	\$4,218.33	\$0.00	\$4,218.33	\$40,397.82
	80250-5950-100	Flowers/Decor	\$59.82	\$0.00	\$0.00	\$0.00	\$59.82
	80270-5950-100	Fuel	\$12,560.50	\$1,768.32	\$0.00	\$1,768.32	\$14,328.82
	80280-5950-100	Fungicides	\$4,713.79	\$2,310.00	\$0.00	\$2,310.00	\$7,023.79
	80320-5950-100	Herbicides	\$32,755.81	\$1,975.41	\$0.00	\$1,975.41	\$34,731.22
	80370-5950-100	Insecticides	\$7,952.26	\$574.78	\$0.00	\$574.78	\$8,527.04
	80380-5950-900	Janitorial Supplies	\$4,005.85	\$781.64	\$0.00	\$781.64	\$4,787.49
	80420-5950-900	Laundry/Uniforms	\$41.50	\$0.00	\$0.00	\$0.00	\$41.50
	80520-5950-900	Office Supplies	\$4,361.93	\$395.93	\$0.00	\$395.93	\$4,757.86
	80590-5950-600	Printing	\$1,642.80	\$0.00	\$0.00	\$0.00	\$1,642.80
	80610-5950-220	Range Balls	\$3,250.00	\$3,750.00	\$0.00	\$3,750.00	\$7,000.00
	80620-5950-220	Range Equipment	\$1,382.29	\$0.00	\$0.00	\$0.00	\$1,382.29
	80630-5950-220	Range Expenses	\$1,500.94	\$0.00	\$0.00	\$0.00	\$1,500.94
	80690-5950-100	Sand/Topdress	\$9,775.83	\$403.00	\$0.00	\$403.00	\$10,178.83
	80710-5950-100	Seeds/Trees	\$5,420.00	\$0.00	\$0.00	\$0.00	\$5,420.00
	80730-5950-100	Small Tools	\$325.08	\$0.00	\$0.00	\$0.00	\$325.08
	80770-5950-100	Staff/Volunteer Uniforms	\$96.36	\$0.00	\$0.00	\$0.00	\$96.36
	80780-5950-200	Supplies	\$461.62	\$0.00	\$0.00	\$0.00	\$461.62
	80780-5950-600	Supplies	\$4,825.33	\$169.50	\$0.00	\$169.50	\$4,994.83
	80810-5950-600	Tournament Expense	\$5,615.56	\$1,810.13	\$1,810.13	\$0.00	\$5,615.56
	81010-5950-900	Alarm System	\$1,428.00	\$142.00	\$0.00	\$142.00	\$1,570.00
	81090-5950-200	Cart Repairs	\$106.87	\$237.42	\$0.00	\$237.42	\$344.29
	81130-5950-900	Computer Service	\$15,339.83	\$1,845.11	\$0.00	\$1,845.11	\$17,184.94
	81140-5950-900	Contract Cleaning	\$9,075.00	\$1,000.00	\$0.00	\$1,000.00	\$10,075.00
	81200-5950-900	Guest Relations	\$6,191.56	\$0.00	\$0.00	\$0.00	\$6,191.56
	81220-5950-600	Handicap Expense	\$6,412.00	\$703.00	\$0.00	\$703.00	\$7,115.00
	81250-5950-100	Irrigation	\$4,806.46	\$175.00	\$584.62	(\$409.62)	\$4,396.84
	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	\$3,516.43	\$223.81	\$0.00	\$223.81	\$3,740.24
	81350-5950-100	Repair & Maint - Equipment	\$16,509.75	\$3,310.20	\$27.00	\$3,283.20	\$19,792.95

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-220	Repair & Maint - Equipment	\$1,553.43	\$0.00	\$0.00	\$0.00	\$1,553.43
	81350-5950-900	Repair & Maint - Equipment	\$6,424.05	\$34.21	\$0.00	\$34.21	\$6,458.26
	81360-5950-100	Repair & Maint - Building	\$1,379.80	\$0.00	\$0.00	\$0.00	\$1,379.80
	81360-5950-900	Repair & Maint - Building	\$8,171.52	\$134.49	\$0.00	\$134.49	\$8,306.01
	82000-5950-200	Cart Lease	\$64,269.00	\$7,141.00	\$0.00	\$7,141.00	\$71,410.00
	82020-5950-100	Equipment Lease	\$91,170.00	\$10,500.00	\$824.09	\$9,675.91	\$100,845.91
	82060-5950-900	Off-Site Storage	\$1,854.00	\$206.00	\$0.00	\$206.00	\$2,060.00
	83000-5950-100	Utilities - Electric	\$2,422.33	\$303.90	\$0.00	\$303.90	\$2,726.23
	83000-5950-200	Utilities - Electric	\$6,260.77	\$647.15	\$0.00	\$647.15	\$6,907.92
	83020-5950-100	Utilities - Other	\$16,900.09	\$1,334.06	\$0.00	\$1,334.06	\$18,234.15
	83020-5950-900	Utilities - Other	\$20,539.15	\$2,270.65	\$0.00	\$2,270.65	\$22,809.80
	83030-5950-900	Utilities - Telephone/Fax	\$1,790.63	\$198.87	\$0.00	\$198.87	\$1,989.50
	83050-5950-100	Utilities - Water	\$2,490.91	\$336.64	\$0.00	\$336.64	\$2,827.55
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$13,351.85	\$70.52	\$0.00	\$70.52	\$13,422.37
	84070-5950-950	Adv/Promo - Organizations	\$620.00	\$520.00	\$0.00	\$520.00	\$1,140.00
	84080-5950-950	Adv/Promo - Promotional	\$60.00	\$117.81	\$0.00	\$117.81	\$177.81
	84090-5950-950	Adv/Promo - Radio/Tv	\$1,158.00	\$0.00	\$0.00	\$0.00	\$1,158.00
	84110-5950-950	Adv/Promo - Website	\$1,000.00	\$250.00	\$0.00	\$250.00	\$1,250.00
	85020-5950-900	Bank Charges	\$2,795.71	\$338.59	\$6.55	\$332.04	\$3,127.75
	85050-5950-900	Cash Short/(Over)	(\$998.04)	\$190.42	\$158.15	\$32.27	(\$965.77)
	85060-5950-900	Cell Phone	\$2,160.00	\$240.00	\$0.00	\$240.00	\$2,400.00
	85070-5950-900	City Surcharge R & R	\$30,174.25	\$2,844.91	\$0.00	\$2,844.91	\$33,019.16
	85120-5950-900	Credit Card Discounts	\$47,926.86	\$4,678.08	\$22.96	\$4,655.12	\$52,581.98
	85150-5950-900	Dues & Subscriptions	\$2,291.99	\$0.00	\$0.00	\$0.00	\$2,291.99
	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
	85160-5950-900	Education & Training	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00
	85190-5950-100	Employee Relations	\$733.77	\$0.00	\$0.00	\$0.00	\$733.77
	85190-5950-900	Employee Relations	\$8,583.17	\$298.28	\$0.00	\$298.28	\$8,881.45
	85200-5950-100	Employee Testing	\$93.28	\$0.00	\$0.00	\$0.00	\$93.28
	85280-5950-900	Insurance Expense	\$82,899.44	\$10,659.54	\$750.00	\$9,909.54	\$92,808.98
	85320-5950-900	Member Relations	\$990.89	\$0.00	\$0.00	\$0.00	\$990.89
	85390-5950-900	O/S - Accounting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00
	85430-5950-100	O/S - Other	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$4,593.12	\$518.88	\$0.00	\$518.88	\$5,112.00
	85490-5950-900	Postage/Shipping	\$1,276.02	\$160.72	\$0.00	\$160.72	\$1,436.74
	85610-5950-100	Tax/Licenses/Fees	\$0.00	\$190.00	\$0.00	\$190.00	\$190.00
	85610-5950-900	Tax/Licenses/Fees	(\$270.00)	\$0.00	\$30.00	(\$30.00)	(\$300.00)
	85720-5950-900	Travel - Other	\$3,843.26	\$386.64	\$0.00	\$386.64	\$4,229.90
	89020-5950-900	Employee Meals	\$37.00	\$0.00	\$0.00	\$0.00	\$37.00
	90000-5950-900	Management Fee	\$59,328.00	\$6,592.00	\$0.00	\$6,592.00	\$65,920.00
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10
	R002A-5950-100	Rounds - Annual	15,850.00	354.00	0.00	354.00	16,204.00
	R003A-5950-100	Rounds - Group	19,413.00	428.00	0.00	428.00	19,841.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,561.00	131.00	0.00	131.00	2,692.00
	R007A-5950-100	Rounds - Green Fee - League	16,386.00	260.00	0.00	260.00	16,646.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	12,941.00	489.00	0.00	489.00	13,430.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	971.00	21.00	0.00	21.00	992.00
	R012A-5950-100	Rounds - Green Fee - Outing	11,360.00	158.00	0.00	158.00	11,518.00
	R014A-5950-100	Rounds - Resident	69,194.00	1,108.00	0.00	1,108.00	70,302.00
	R015A-5950-100	Rounds - Green Fee - Senior	28,690.00	550.00	0.00	550.00	29,240.00
	R016A-5950-100	Rounds - Green Fee - Staff	6,268.00	211.00	0.00	211.00	6,479.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,897.00	53.00	0.00	53.00	3,950.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	613.00	0.00	0.00	0.00	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

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	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:			175	\$0.00	\$769,442.47	\$0.00	\$0.00

<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
-----------------	--------------------------	--------------	---------------	-------------------	-----------------------

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended Wednesday, July 31, 2024

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Actual	Actual
EBITDA	(15,215)	(28,021)	(6,299)	21,793	48,202	94,890	55,027	(6,652)	(3,729)	(12,757)		
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)	(6,592)		
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)		
Net Income	(21,903)	(34,708)	(12,986)	15,106	41,514	88,203	48,339	(13,339)	(10,417)	(19,445)	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	(2,007)	(8,147)	8,395	2,766	12,296	6,972		
Receivables	38,208	5,687	2,684	(5,913)	(285)	6,775	(2,220)	707	1,631	0		
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	14,440	(4,442)	15,393	21,953	(42,661)	2,951		
Payables	31,140	10,179	(723)	26,959	34,618	(10,863)	(42,098)	(34,802)	(1,786)	(15,936)		
Due to from the City	(148)	1,332	50	(304)	609	(304)	0	9	314	(628)		
Accrued Expenses	10,560	4,778	(9,427)	12,042	5,100	(24,836)	1,167	7,337	6,059	8,534		
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	(16,944)	(13,985)	(12,476)	(16,908)	(12,800)	(17,416)		
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96		
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	(47,268)	(34,873)	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)	(47,268)	(34,873)	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	382,035		
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	77,140	32,496	16,595	(32,181)	(47,268)	(34,873)	0	0
Ending Cash	387,555	336,554	307,917	335,253	412,393	444,889	461,485	429,304	382,035	347,162	0	0



August 20, 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 July 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 JULY 2024							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 81,989	\$ 74,774	\$ 7,215		\$ 1,037,452	\$ 1,098,978	\$ (61,526)
Cart Fees	\$ 50,465	\$ 48,190	\$ 2,275		\$ 594,887	\$ 577,488	\$ 17,399
Range	\$ 5,865	\$ 7,150	\$ (1,285)		\$ 64,607	\$ 71,876	\$ (7,269)
Pro- Shop Revenues	\$ 25,255	\$ 18,776	\$ 6,479		\$ 321,021	\$ 235,796	\$ 85,225
City Surcharge R/R	\$ 2,845	\$ 3,523	\$ (678)		\$ 33,019	\$ 38,133	\$ (5,114)
Total Revenue	\$ 166,419	\$ 152,413	\$ 14,006		\$ 2,050,986	\$ 2,022,271	\$ 1,937,634
Cost of Sales	\$ 9,391	\$ 10,819	\$ (1,428)		\$ 202,021	\$ 137,988	\$ 169,412
Merchandise	\$ 9,391	\$ 10,819	\$ (1,428)	83%	\$ 202,021	\$ 137,988	\$ 169,412
Gross Margin	\$ 157,028	\$ 141,594	\$ 15,434		\$ 1,848,965	\$ 1,884,283	\$ 1,768,222
Total Payroll	\$ 101,382	\$ 103,752	\$ (2,370)		\$ 977,449	\$ 1,016,424	\$ 735,526
Total Operating Expenses	\$ 68,402	\$ 59,269	\$ 9,133		\$ 724,275	\$ 698,957	\$ 694,137
EBITDA	\$ (12,756)	\$ (21,427)	\$ 8,671		\$ 147,241	\$ 168,902	\$ 338,559
Other Expenses	\$ 6,688	\$ 6,688	\$ -		\$ 66,875	\$ 66,875	\$ 64,829
Management Fee	\$ 6,592	\$ 6,592	\$ -		\$ 65,920	\$ 65,920	\$ 63,874
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955
Net Cash From Ops	\$ (19,444)	\$ (28,115)	\$ 8,671		\$ 80,366	\$ 102,027	\$ 273,730
Rounds							
Total Rounds	3,763	3,633	130		42,557	44,865	45,678
Paid Rounds	3,124	2,943	181		36,322	38,560	39,663
Avg. GF/CF Total rounds	\$35.20	\$33.85	\$ 1.35		\$38.36	\$37.37	\$34.50
Avg. GF/CF Paid rounds	\$42.40	\$41.78	\$ 0.62		\$44.94	\$43.48	\$39.73
Avg. Merchandise/round	\$6.71	\$5.17	\$ 1.54		\$7.54	\$5.26	\$5.83

Overview:

July revenues finished \$14K ahead of budget for the month. We received 3.5" of rain for the month, but most of it came in late afternoons or evenings. There were 5 days significantly affected by intermittent weather and cart paths only. It remained hot in July with the average temperatures 1 degree higher than last year. Total revenues came in at \$166.4K, over budget by 9%. We played 3,763 total rounds to a budget of 3,633, over budget by 130.

- Total Payroll for the month was \$101.4K, under by \$2.4K.
- Total Operating Expenses were \$68.4K, over by \$8.8K.
- Rounds were over budget by 4%, yet 9% (390 rounds) shy of prior year.
- We exceeded EBITDA and Net Income projections by \$8.7K. YTD. We are still \$21.7K behind YTD projections. We have 2 months to catch up and we are confident we will do so.

Weather:

Summary

Temperature (°F)	Max	Average	Min	▲	
Max Temperature	95	91.19	87		
Avg Temperature	85.58	82.55	78.64		
Min Temperature	79	75.77	73		
Dew Point (°F)	Max	Average	Min	▲	
Dew Point	81	75.53	67		
Precipitation (in)	Max	Average	Min	Sum	▲
Precipitation	1.04	0.11	0.00	3.50	

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.

- The cart path project has been moving along with some periodic weather interruptions. The front 9 should be complete by late August. This project is estimated at 3 months.
- We have 2 maintenance vehicles on order and another unit scheduled for the next fiscal cycle.
- Range Netting has been placed on hold. The next range project will involve the installation of an artificial tee line.

Tee Sheet Activity:

- There were 3,763 total rounds for the month which included 3,124 paid rounds, 354 Annual Pass rounds and 285 other rounds. These numbers exceed budget by 4%, yet 9% less than year.
- The daily temperatures rose significantly in July and our tee sheet softened after 10:30 am on most weekdays.
- Dynamic pricing remained on in July, with only non-resident play being affected by this pricing strategy.
- Starters and Players earned a 9.6 Staff Experience rating in July.

JULY 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,124	2,943	3,619	36,322	38,560	39,663
ANNUAL	354	476	298	3,617	3,932	3,489
OTHER	285	214	236	2,618	2,373	2,526
TOTAL ROUNDS	3,763	3,633	4,153	42,557	44,865	45,678

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 3.5" of rain in July, and with the higher temps we have been experiencing, we needed the rainfall.
- Leading up to August aeration, we have been verticutting and topdressing the greens to smooth out the roll. The golf course continues to look and play the best it ever has.
- The Golf Course Conditions Satisfaction rating for July came in at 9.6.

Golf Operations

- We generated \$25.3K in Golf Shop sales (\$6.5K over budget). Our COGS (40%) were low as we realized some sizeable vendor rebates. The majority of our sales were clearance items and hard goods at lower margins.
- We rolled out True Service 3.0 in July, with a high level marketing presentation, followed by a comprehensive training session for our entire team.
- One of our 2 new utility carts for the golf staff is experiencing issues and we are in the process of getting this warranty repaired. We need a new range unit as soon as possible. We currently have no carts down.
- Cart revenue (\$50.5K) exceeded budget by \$2.3K.
- July saw 2 junior golf camps roll through with 23 participants. In addition, our instructors hosted 4 Saturday clinics, and some individual lessons. Private instruction slowed down with the extreme heat in July. Our teaching professionals recorded \$510 in individual lessons in July.
- 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 40 players in July, the WGA 18-holers, about 14, and the WGA 9-holers averaged 8 players.



- July was a decent month for tournament activity. We hosted two large events, and several smaller outings and leagues. With 310 total tournament/outing players, we generated \$17.6K in revenue and rave reviews from the participants.

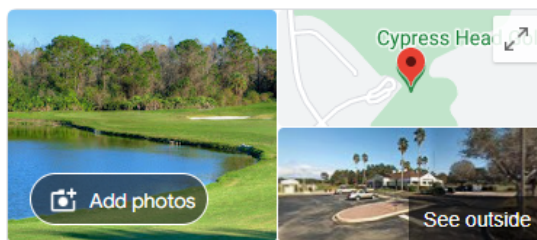
Marketing and Sales:

- 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.
- We continue to monitor the effectiveness of Noteefy, our new tee time booking assistant.
- Juniors will continue to play free with a paid adult in August.
- We have recognized 45 rounds of Youth on Course players, a national non-profit organization dedicated to growing the game through junior golf programs.
- Outside tournament bookings are very solid as we have a few new events funneling into our pipeline.
- We continue to maintain our database of emails with approximately 15,168 unique e-mail addresses (+281 from prior month). Our Facebook followers are at 1,624 (up 11) and Instagram is up to 521 (up 8) followers.
- Nightly surveys continued to be strong in July, highlighted by 101 surveys being submitted and an NPS of 91.1. (Please see table).

Last Month (Jul)

	Week of 06/30	Week of 07/07	Week of 07/14	Week of 07/21	Week of 07/28	Total
# of responses	22	19	23	28	9	101
Net Promoter Score						
Property NPS	90.9	84.2	100.0	85.7	100.0	91.1
Main Score	90.9	84.2	100.0	85.7	100.0	91.1
Key Metrics						
Likelihood to Return	90.9	84.2	91.3	96.4	100.0	92.1
Overall Experience Satisfaction	9.5	9.2	9.8	9.3	9.2	9.4
Service Satisfaction	9.8	9.8	9.9	9.8	9.7	9.8
Value Perception	9.5	9.0	9.4	9.0	9.2	9.2

Google Ratings

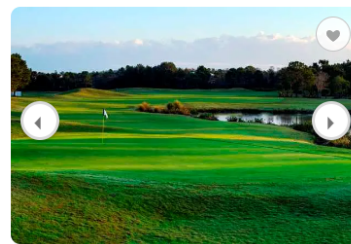


Cypress Head Golf Club

4.5 ★★★★★ 348 Google reviews

Golf club in Port Orange, Florida

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



Year to Date Summary

Starting the month behind budget with 3 months to go, the team knew we had to make up some ground in July. With decent weather, and tight payroll/expense management, we carved out another \$9K from the deficit. With 2 months to go, we have about \$23K more to recover, and we are confident in doing so. The course is in the best condition ever and poised for a late Summer run. We are receiving more annual pass requests and should see an uptick in new passholders in the near future. With the cart path project in full swing, we



are not seeing much disruption to the actual golf experience, other than a few days of closure for bridge work.

Jeff and Leslie have been very busy networking the local market in an effort to re-connect with our local business partners and forge relationships. 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. July 24th & 26th we met with our entire team. Leslie presented our marketing plan to the team so everyone is a part of our vision, and Susanne and Jeff followed it up with True Service 3.0, our next generation of customer service training.

With a struggling economy, consumer spending has been down some. We were down about 13 rounds /day in July over prior year, yet we remain optimistic with regards to hitting our year end budget. We will continue to deliver on our marketing, service and operational practices that makes us "Best in Class".

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (G15) Golf Advisory Board Report

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

PRESENTER: System Admin

ATTACHMENTS:

Meghan Meyer

Created/Initiated - 3/28/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/3/2024

SUBJECT: (H16) First Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life¹ - Public Safety

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-16.

SUMMARY: In 2019, the City adopted Ordinance No. 2019-10 revising sections 10-3 and 10-9 of the Code of Ordinances by revising definitions and amending requirements for the confinement of a dangerous dog. The Ordinance also provided that hearing proceedings to challenge the Animal Control Officer's initial determinations will be as set forth in a resolution adopted by the City Council. Subsequently, the City Council adopted detailed procedures for dangerous dog hearings in Resolution No. 19-3.

The proposed amendment to the Code of Ordinances clarifies certain references in the City's current code to confirm that they apply not only to initial determinations to classify dogs as dangerous but also to determinations to confiscate dogs for euthanasia. The new ordinance also confirms the subpoena power of the Special Magistrate for dangerous dog hearings and cases.

PRESENTER: Manuel Marino, William Harrison

ATTACHMENTS:

1.	Dangerous Dog Ord. Am. 2024 Ordinance 2024-16	Dangerous Dog Ord. Am. 2024 Ordinance 2024-16.pdf
2.	Business impact- Dangerous Dog Ordinance	Business impact- Dangerous Dog Ordinance.pdf

Tracee Cody
Manuel Marino
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 8/15/2024
Approved - 8/19/2024
Approved - 8/21/2024
Approved - 8/21/2024
Approved - 8/22/2024
Final Approval - 8/26/2024

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES CHAPTER 10, SECTION 10-9, TO CLARIFY THE REFERENCES REGARDING PROCEDURES FOR DANGEROUS DOG HEARINGS AND CONFIRMING SUBPOENA POWER TO THE SPECIAL MAGISTRATE FOR DANGEROUS DOG CASES AND HEARINGS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to update its regulations related to dangerous dogs hearings.

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

Section 1. Section 10-9 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 10-9. – Dangerous dogs.

[No changes to Sections 10-9 (a) – 10-9 (d)]

- (e) The due process hearing procedures to challenge the ~~initial~~ determination by an animal control officer to classify a dog as a dangerous dog or to confiscate a dog for euthanasia and the proposed penalty shall be as set forth by resolution of city council.
- (f) The city's special magistrate shall have the power to issue subpoenas to compel the attendance of witnesses at a hearing upon the written request of any party, or upon the special magistrate's own initiative. A subpoena may be served by any

person authorized by law to serve process. Service shall be made as provided by law.

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 provision of this ordinance are declared severable.

Section 5. This ordinance shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading this _____ day of _____, 2024.

Passed and adopted on second reading and final reading on the ____ day of _____, 2024.

Reviewed and approved: _____
Carly R. Meek, Assistant City Attorney

[CA 5845]



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. 2024-16 – Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

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:

Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In 2019, the City adopted Ordinance 2019-10 revising sections 10-3 and 10-9 of the Code of Ordinances by revising definitions and amending requirements for the confinement of a dangerous dog. The Ordinance also provided that hearing proceedings to challenge the Animal Control Officer's initial determinations will be as set forth in a resolution adopted by the City Council. Subsequently, the City Council adopted detailed procedures for dangerous dog hearings in Resolution 19-3.

The proposed amendment to the Code of Ordinances clarifies certain references in the City's current code to confirm that they apply not only to initial determinations to classify dogs as dangerous but also to determinations to confiscate dogs for euthanasia. The new ordinance also confirms the subpoena power of the Special Magistrate for dangerous dog hearings and cases.

The proposed Ordinance 2024-16 aims to protect the public health, safety and welfare of the City of Port Orange and its citizens, by strengthening and improving its dangerous dogs regulations.

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:
No direct compliance costs to businesses are estimated by Ordinance 2024-16.

(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:

No new regulatory costs are anticipated. No new charges or fees are anticipated to business owners.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are estimated to be impacted by Ordinance 2024-16.

4. Additional information the governing body deems useful² (if any):

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.