



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 4, 2025

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. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
 - a. February 18, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 3 with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation under the Standard Contract for Services pursuant to ITB #23-07
 - b. Approval of Change Order No. 1 to Task Authorization No. 8 with Mead and Hunt, Inc. under the Master Contract for Professional Engineering Services (RFSQ #21-03) related to the Water Reclamation Facility (WRF) Filter Resiliency Emergency Power Upgrade Project
7. Resolution No. 25-01 - Supplemental Agreement to Florida Department of Transportation (FDOT) Contract for maintenance on the State Rights-of-Way
8. Resolution No. 25-14 - Approval of Non-Vehicular Access Easement Vacation - portion of Lots 70, 126, 127, 132, and 146 of Madeline Commons Subdivision
9. Resolution No. 25-15 - Approval of a Tree Conservation Easement Vacation - Madeline Commons Subdivision Plat

10. Resolution No. 25-16 - Approve Grant Award from Daytona Beach Racing & Recreational Facilities District

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

D. COMMENTS AND ADDITIONAL ITEMS

11. Council Members
12. City Attorney
13. City Manager

E. ANNUAL CORPORATE MEETING

14. Port Orange Property Development, Inc. Joint Annual Meeting of the Members of the Corporation and of the Board of Directors

F. SPECIAL REPORTS

15. Report from KemperSports on the Cypress Head Golf Course

G. PUBLIC HEARING

16. Second Reading - Ordinance No. 2025-07 - Amending Chapter 74 - Utilities, Article VIII. Cross Connection Control of the City of Port Orange Code of Ordinances
17. Second Reading - Ordinance No. 2025-08 - First Amendment to the Madeline Commons PUD Master Development Agreement (Case No. PRZA-24-0009)

H. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports
 - a. Volusia Flagler TPO - Councilman Jonathan Foley
 - b. Fire Pension Board - Councilman Jonathan Foley
 - c. Police Pension Board - Councilman Lance Green
 - d. General Employee's Pension Board - Mayor Scott Stiltner

I. ADJOURNMENT

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



Regular City Council Meeting

3/4/2025

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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
FEBRUARY 18, 2025

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Scott Stiltner at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Absent:	Councilman Jonathan Foley (excused)
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

There were none.

RECOGNITION AND PROCLAMATIONS

5. World Encephalitis Day February 22 - Ken and Kat Atwood

Ken and Kat Atwood provided a brief description of encephalitis and how it can affect someone. They have coordinated with The Running Elements and there will be a Kat Walk on November 8, 2025, to help raise awareness of this rare disease. This walk will be set up for everyone of all abilities. More details are to come.

Council members thanked and applauded Mr. and Mrs. Atwood for what they are doing to bring awareness to the community.

Mayor Scott Stiltner read a proclamation, proclaiming February 22, 2025, as Encephalitis Day.

CONSENT AGENDA

6. Approval of Minutes

- a. February 4, 2025 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. Approval of Amendment No. 1 to the License Agreement with ArtHaus
- b. Ratification of the Emergency Work to Repair the 12-inch Force Main on Samms Avenue and the associated Purchase Order # 20250070
- c. Ratification of the Emergency Work for Manhole Repairs on Victoria Gardens Boulevard near Dunlawton Avenue and the associated Purchase Order-20250069
- d. Approval of Change Order No. 2 to the AIA Agreement with A.G. Pifer Construction Co., Inc. for Spruce Creek Road Park Concession & Restroom Replacement

8. Memorial Park Piers

- a. Approval of Change Order and Amendment No. 1 to the EJCDC Contract with Rush Marine, LLC for the Rehabilitation of the Memorial Park Piers
- b. Resolution No. 25-11 - Budget Appropriation for additional work on the Memorial Park Piers

- 9. Approval of Major Special Event Request for Bike Week 2025 for The Turn at 5236, 5218, 5204 & 5164 South Ridgewood Avenue

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Chuck Helman, resident, thanked the City Council, staff, and Code Enforcement for cleaning up the hoarder property. He mentioned the owner is still there and talked about the events taking place on site.

Melissa Leone, resident, expressed concerns about the Port Orange boat ramp as the docks have been removed. She is concerned that when boating gets into the busy season, there will be issues and fights may break out.

COMMENTS AND ADDITIONAL ITEMS

10. Council Members

Vice Mayor Tracy Grubbs commented on the Sugar Forest property and mentioned he will be attending the Kat Walk in support of Encephalitis Day.

Councilman Lance Green has a few concerns that he spoke with staff about, and they are being addressed.

Councilman Shawn Goepfert asked in reference to the Sugar Forest property, if there was an ordinance that prohibits sleeping in a vehicle.

Attorney Matt Jones advised there is an ordinance regarding human occupancy in a vehicle. However, the City has maximized the amount of liens that can be placed on this property. Therefore, the City is putting all efforts into legal action to force a sale.

Councilman Shawn Goepfert asked the City Manager about the status of the boat ramp project.

Mayor Scott Stiltner provided a brief update on the boat ramp project. He understands it's heavily used, but there is a need for the replacement due to damage. He discussed a couple of ideas that he asked the City Manager to look into to see if there was a way to move forward without shutting down the entire boat ramp.

Mr. Clark discussed what the city has done to find temporary solutions. However, the City has not found a temporary repair that will work at this time.

Junos Reed, City Engineer, explained the slope of the ramp and removal of concrete.

Susan Lovallo, Parks and Recreation Director, mentioned the bids will open on Friday and the work will start no sooner than August 1, 2025.

Vice Mayor Tracy Grubbs suggested doing this after Labor Day and closing half of the boat ramps while working on the other half.

Mr. Reed discussed the complications and safety aspects if the project was constructed in two sections.

11. City Attorney

There was nothing further.

12. City Manager

Mr. Clark mentioned the Community Development Department is proactively approaching communities to provide information about the substantial damage letters they received. A meeting will be held on Wednesday and County staff will be in attendance to assist.

Council members talked about See Click Fix complaints and how they are processed.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Citizen Advisory Committee for TPO

No report as Bobby Ball was unable to attend the Council meeting.

14. Fire Pension Board Member Appointment

Robin Fenwick, Assistant City Manager clarified the positions needing to be filled and how the appointments work.

Stan Schmidt, applicant, provided a brief background about himself.

Motion to nominate Stan Schmidt to the Fire Pension Board, effective March 4, 2025, to allow the City Attorney time to determine whether Mr. Schmidt can serve on this board while serving on the Planning Commission was made by Vice Mayor Tracy Grubbs and Seconded by Lance Green. Motion carried unanimously by voice vote.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2025-06 - Designating Registered Agent for Service of Process on the City

Attorney Jones read Ordinance No. 2025-06 into the record.

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE I TO ESTABLISH A NEW SECTION 2-5 DESIGNATING THE CITY ATTORNEY AS THE CITY'S REGISTERED AGENT FOR PURPOSES OF ACCEPTING SERVICE OF ORIGINAL PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-06 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2025-07 - Amending Chapter 74 - Utilities, Article VIII. Cross Connection Control of the City of Port Orange Code of Ordinances

Attorney Jones read Ordinance No. 2025-07 into the record.

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, ARTICLE VIII,

CROSS CONNECTION CONTROL, SECTION 74-241 TO UPDATE REFERENCES TO THE REVISED CROSS CONNECTION CONTROL MANUAL; AMENDING SECTION 74-242 TO UPDATE REFERENCES TO THE FLORIDA ADMINISTRATIVE CODE AND PROVIDING FOR THE IMMEDIATE DISCONNECTION OF PROHIBITED CROSS CONNECTIONS; AMENDING SECTION 74-243 TO UPDATE REFERENCES TO THE CURRENT VERSION OF THE AMERICAN WATER WORKS ASSOCIATION MANUAL; AMENDING SECTION 74-247 ADDING TO THE LIST OF CONDITIONS THAT REQUIRE CROSS CONTROL PROTECTIONS; AMENDING SECTIONS 74-248 AND 74-249 UPDATING REFERENCES TO THE REVISED CROSS CONNECTION CONTROL MANUAL ALONG WITH ESTABLISHING THE FREQUENCY OF MAINTENANCE, TESTING AND INSPECTIONS; AMENDING SECTION 74-252 UPDATING REFERENCES TO THE CROSS CONNECTION CONTROL ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-07 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Steve Parnell, Public Utilities Director, advised this Ordinance is an administrative clean-up and provided details of some of the items included.

Council members had questions and received clarification on backflow prevention.

Robert Reinhagan, resident, asked about the process relating to registration and written permission for the City's contractor to go on the property and why it's not written in the deed to inform each owner about their responsibility.

Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2025-08 - First Amendment to the Madeline Commons PUD Master Development Agreement (Case No. PRZA-24-0009)

Attorney Jones read Ord. No. 2025-08 into the record.

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS IT RELATES TO

REMOVAL OF THE REQUIREMENT TO INSTALL A FENCE ADJACENT TO SUGAR MILL ELEMENTARY SCHOOL; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-08 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Penelope Cruz, Planning Manager, mentioned this Ordinance is to modify the Madeline Commons Master Development Agreement to install rapid flashing beacons and stop signs in lieu of a 6-foot fence for safety requirements, and provided background to this item.

Council Members commented this is a good trade-off and safety is imperative.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. Approval of Major Special Event Request for Bike Week 2025 for The Doghouse Bar and Grill at 3400 S. Nova Road

Mrs. Cruz provided an explanation as to why this item was not on the consent agenda and mentioned the applicant's intent was to not have vendors open past 10 p.m.

Councilman Green asked about the complaint record for this location.

Ms. Cruz indicated there were no violations last year.

Applicant confirmed the vendors and outside music will stop at 10 p.m.

Motion to approve as amended was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green. Motion carried unanimously by voice vote.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Shawn Goepfert reported the First Step Shelter meeting has been rescheduled to February 24, 2025.

b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

Councilman Shawn Goepfert reported the Chamber attended a ribbon-cutting for Astro Roofing, there are twelve new Chamber members, and discussed upcoming events including the Mayor's dinner on February 26, 2025 and an eye-opener breakfast on February 21, 2025, which is open to the public.

ADJOURNMENT - 7:35 p.m.

Scott Stiltner, Mayor

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B6a) Approval of Task Authorization No. 3 with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation under the Standard Contract for Services pursuant to ITB #23-07

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation Services under the Standard Contract for Services pursuant to ITB #23-07, in an amount not to exceed \$120,615, and authorize the Mayor and City Clerk to execute all related contract documents.

SUMMARY: Task Authorization No. 3 with Danus Utilities will continue the citywide project for Sanitary Sewer Manhole Rehabilitation along Nova Rd. specifically from Herbert St. to Madeline Ave. in the amount not to exceed \$120,615.00.

There are 6,180 sanitary manholes, approximately 270 miles of sanitary collection piping, and 119 lift stations located in the Port Orange sanitary sewer collection system.

Inflow and Infiltration (I&I) is a term 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 city system and the customer's piping. Infiltration in sewer pipes is when groundwater seeps into the pipes through cracks and leaks. I & I leads to higher operating and maintenance costs. In addition, the City is regulated by the Florida Department of Environmental Protection through the Waste Water Treatment Plant operating permit to actively address I & I in the City's sanitary sewer collection system. The City has been systematically addressing I & I for the past 6 years by inspecting and repairing or lining the different components of the system.

On July 18, 2023, Council approved the Standard Contract for Services with Danus Utilities, Inc. as it relates to ITB #23-07 Sanitary Sewer Manhole Linings.

Task Authorization No. 3 is for 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. 3 - Sanitary Sewer Manhole Rehab Along Nova Rd from Herbert St to Madeline Ave	Danus Utilities, Inc. Task Authorization No. 3 - Sanitary Sewer Manhole Rehab Along Nova Rd from Herbert St to Madeline Ave.pdf
2.	Danus Quote - RAV011325.1A PS 39	RAV011325.1A PS 39.pdf
3.	PS #39 Nova Rd. Herbert St.	PS #39 Nova Rd. Herbert St. .pdf
4.	Nova Road - Map	Nova Road - Map.pdf
5.	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193.pdf
6.	Certificate of Insurance 2025	ACORD Form 20240627-093647-46.pdf
7.	Danus Utl - Affidavit for Human Trafficking 9.5.2024	Danus Utl - Affidavit for Human Trafficking 9.5.2024.pdf

Julia Wiggins	Created/Initiated - 1/15/2025
Richard Colby	Approved - 1/15/2025
Junos Reed	Approved - 1/21/2025
Linda Truitt	Approved - 1/22/2025
Matthew Jones	Approved - 2/18/2025
Wayne Clark	Final Approval - 2/21/2025

TASK AUTHORIZATION NO. 3
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 3 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 Sanitary Manhole Lining for PS 39 Nova Road and Herbert Street, and as further described in Contractor's quote **No RAV011325-1A** and scope of services dated **January 13, 2025**, 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 **\$120,615.00**. 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.
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 "1,"** 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. 3**.
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: _____
Scott Stiltner, 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: RAV011325-1A
PROPOSAL DATE: January 13, 2025

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: P.S. # 39 Nova Rd Herbert St.

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	4	\$1,000.00	\$4,000.00
4	FDOT Maintenance of Traffic (Index 102-603)	18	\$925.00	\$16,650.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	1702.5	\$37.00	\$62,992.50
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	1702.5	\$5.00	\$8,512.50
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	48	\$125.00	\$6,000.00
8	Replacement of Manhole Ring & Cover in Grass (using Cast Iron R&C)	3	\$1,350.00	\$4,050.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	9	\$1,750.00	\$15,750.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	2	\$150.00	\$300.00
17	Chimney Seal	2	\$400.00	\$800.00
	Payment and Proformance Bond	1	\$1,560.00	\$1,560.00

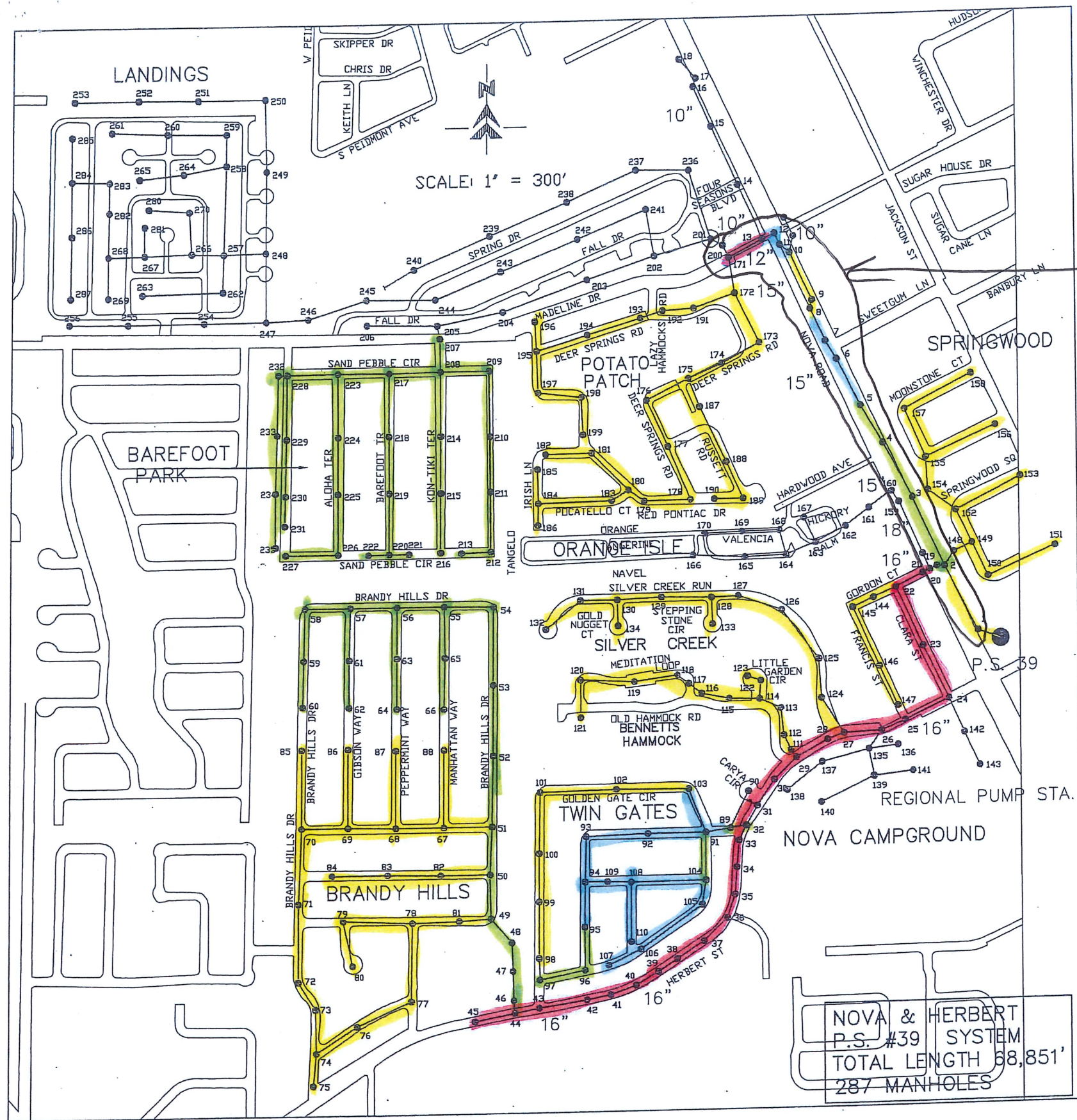
Notes: Ring and Cover Sanitary USF 170 E

Sub total			\$120,615.00
Tax			
Total			\$120,615.00

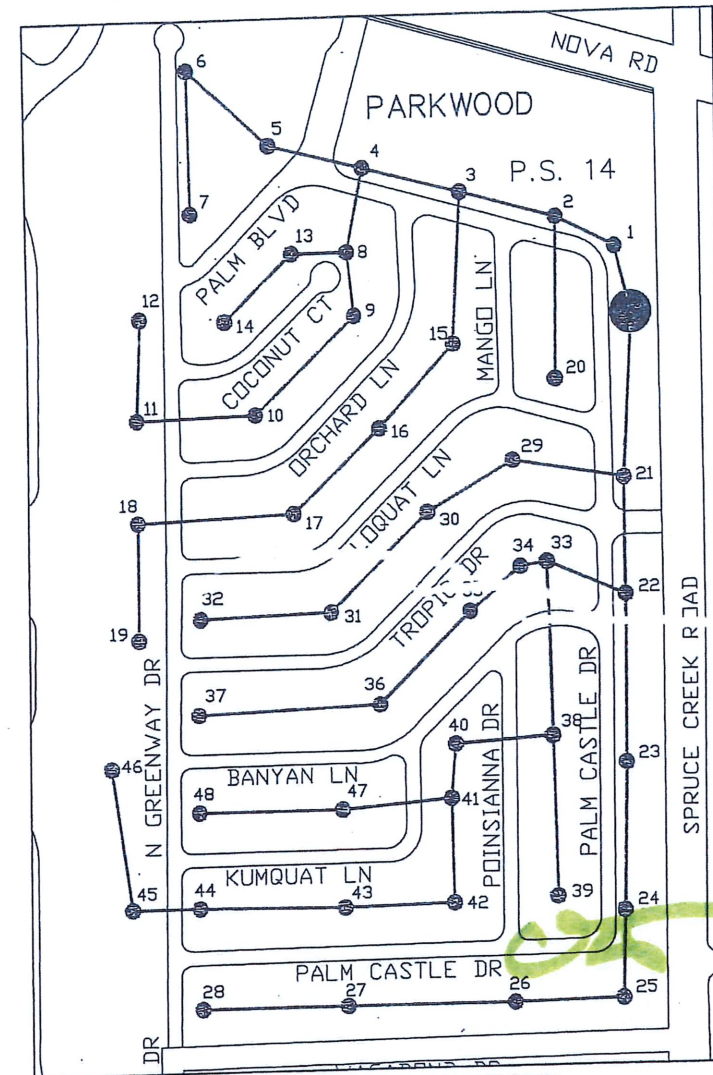
Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over 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: _____

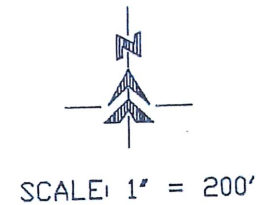
SIGNATURE



MH'S
OLINE



PARKWOOD (PRIVATE L.S. P.O.)
P.S. #14 SYSTEM
TOTAL LENGTH 12,868'
48 MANHOLES



NO	BY	REVISIONS	DATE

QUENTIN I. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 828
FAX 386 761-3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

MANHOLE MAPPING
2004

NOVA & HERBERT/ PARKWOOD
PUMP STATIONS
#39 & #14

RICHARD W. FERNANDEZ, P.E. 14722	DESIGNED	—	DATE	—	SCALE	SHEET NO.
MARK A. HAMPTON, P.E. 27391	DRAWN	—	DATE	—	AS SHOWN	16
BRADLEY T. BLAIS, P.E. 47130	CHECKED	—	DATE	—	JOB NO.	OF 37
DAVID A. KING, P.E. 50609	APPROVED	—	DATE	—		
ANDREW M. GIANNINI, P.E. 46601						

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: \$120,615.00

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

Description of Work: Sanitary Sewer Manhole Lining for areas along Nova Road from Herbert Street to Madeline Avenue

Project Location: Various portions for areas along Nova Road from Herbert Street to Madeline Avenue, Port Orange, Volusia County, Florida

Legal Description: Various portions for areas along Nova Road from Herbert Street to Madeline Avenue, 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 **ONE HUNDRED TWENTY THOUSAND SIX HUNDRED FIFTEEN AND 00/100 DOLLARS (\$120,615.00)**, 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. 3 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 _____, 2025.

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: RAV011325-1A
PROPOSAL DATE: January 13, 2025

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: P.S. # 39 Nova Rd Herbert St.

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A	General			
1	Mobilization	4	\$1,000.00	\$4,000.00
4	FDOT Maintenance of Traffic (Index 102-603)	18	\$925.00	\$16,650.00
B	Construction			
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	1702.5	\$37.00	\$62,992.50
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	1702.5	\$5.00	\$8,512.50
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	48	\$125.00	\$6,000.00
8	Replacement of Manhole Ring & Cover in Grass (using Cast Iron R&C)	3	\$1,350.00	\$4,050.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	9	\$1,750.00	\$15,750.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	2	\$150.00	\$300.00
17	Chimney Seal	2	\$400.00	\$800.00
	Payment and Proformance Bond	1	\$1,560.00	\$1,560.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total			\$120,615.00
Tax			
Total			\$120,615.00

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: _____

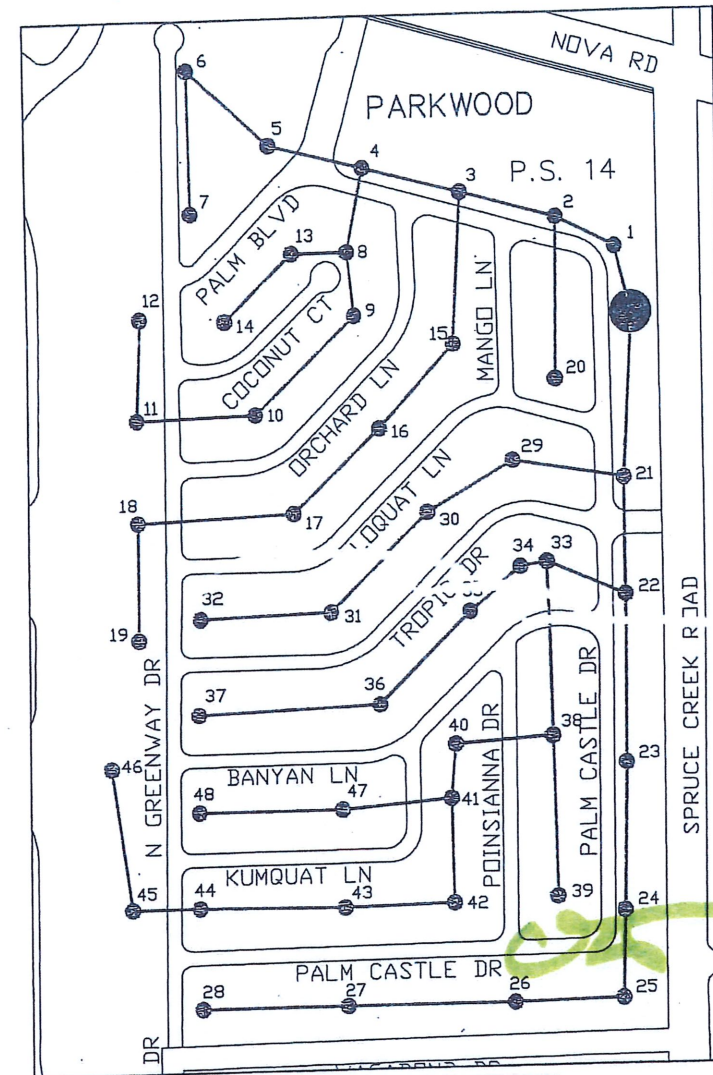
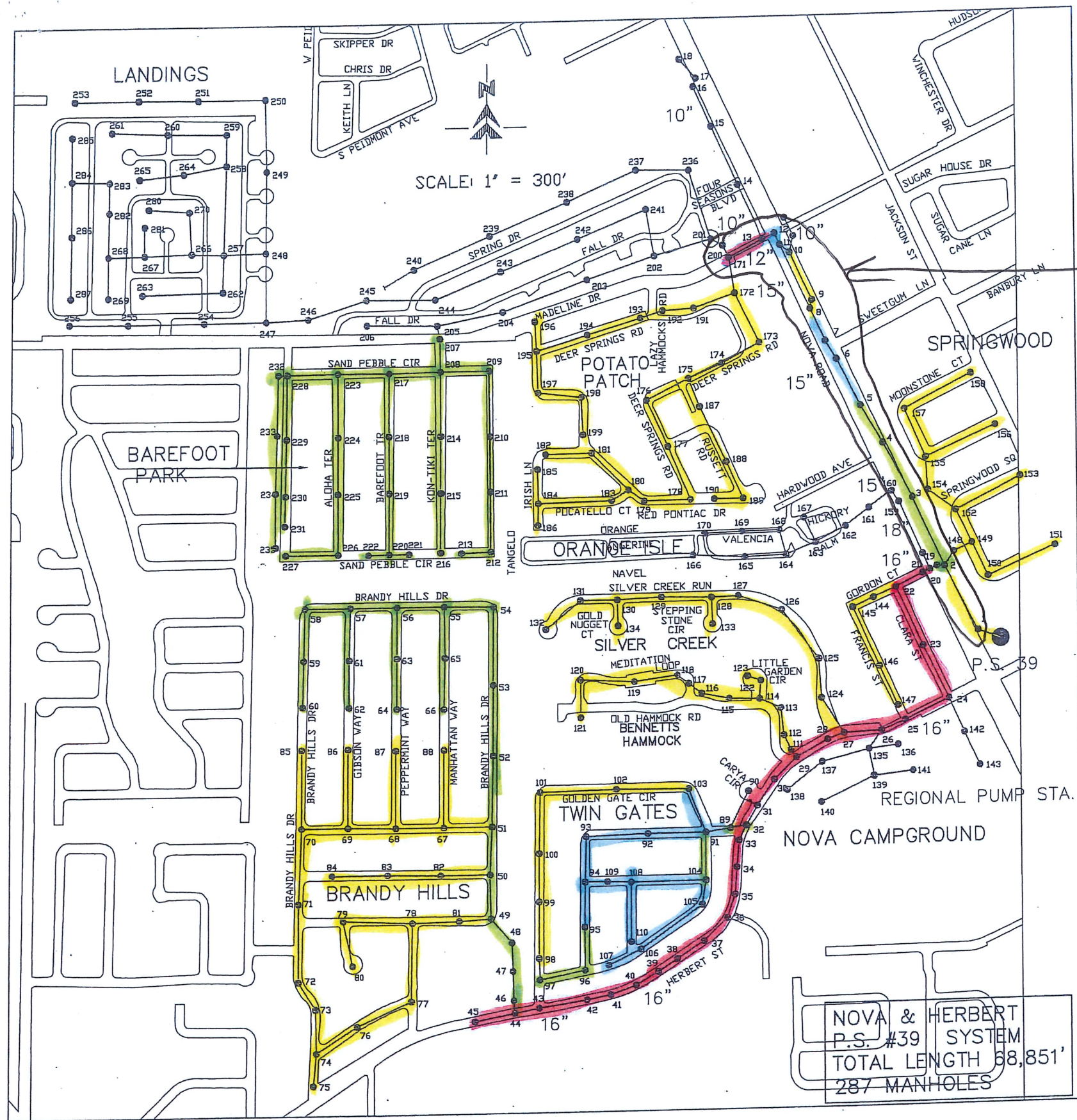
SIGNATURE

PORT ORANGE

Manhole Rehabilitation (PS 39 Nova Rd & Herbert St)

Asset ID	Depth	Sq.Ft.	Replace R/C	Reform Bench	MOT	Completion Date	Notes
MH 1							Lined
MH 2							Lined
MH 3	13	182.65	yes/ Grass	yes	no		4X13' / Leaks / Bench
MH 4	12.5	176.125	yes/Grass	yes	no		Leaks/ Bench
MH 5	12	169.6	yes	yes	yes		Out side left lane / Closure
MH 6	12	169.6	yes	yes	yes		outside ln/ closure
MH 7	12	169.6	yes	yes	yes		outside ln/ closure
MH 8			yes/ Grass				R/C only / Median no Lane closure
MH 9	11.5	163.075	yes	yes	yes		Middle Ln
MH 10	11	156.55	yes	yes	yes		MOT
MH 11	10.5	150.025	yes	yes	yes		MOT
MH 12	10	143.5	yes	yes	yes		MOT
MH 13	9.5	136.975	yes	yes	yes		MOT
MH 14							FG Lined / Broke Drop. Pipe
MH 15	5.5	84.775	yes	yes	yes		
TOTAL:	119.5	1702.475	12	11	9		





PARKWOOD (PRIVATE L.S. P.O.)
P.S. #14 SYSTEM
TOTAL LENGTH 12,868'
48 MANHOLES

NO	BY	REVISIONS	DATE

QUENTIN I. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 828
FAX 386 761-3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

MANHOLE MAPPING
2004

NOVA & HERBERT/ PARKWOOD
PUMP STATIONS
#39 & #14

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	SCALE	SHEET NO.
		AS SHOWN	16
DRAWN	DATE	JOB NO.	OF
			37
CHECKED	DATE		
APPROVED	DATE		



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 \$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)	<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:

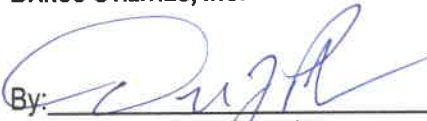


Printed Name: Preston Pardus



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.



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 E-MAIL ADDRESS: melissa@catonhosey.com FAX (A/C, No): (386) 760-1770	
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						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED 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
	☐ OCCUR ☐ 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)

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

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[illegible]

1. My name is Daniel J Pardus. I am over the age of Twenty-one years old. I am the President of Daniel J Pardus, a non-
(Title) (Business Name)
governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Signed: 
Print Name: Daniel J Pardus
Title: President

(Notary Seal)



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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B6b) Approval of Change Order No. 1 to Task Authorization No. 8 with Mead and Hunt, Inc. under the Master Contract for Professional Engineering Services (RFSQ #21-03) related to the Water Reclamation Facility (WRF) Filter Resiliency Emergency Power Upgrade Project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 8 with Mead and Hunt, Inc. under the Master Contract for Professional Engineering Services (RSFQ 21-03) and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Engineering Department is requesting approval of Change Order No. 1 to Task Authorization No. 8 for Design and Bidding Support Services (for Water Reclamation Facility (WRF) Filter Resiliency Emergency Power Upgrade Project) for the amount of \$24,600.

In 2024, the City was awarded a Florida Department of Environmental Protection (FDEP) Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant in the amount of \$15.5 million. On May 7, 2024, Council approved Task Authorization No. 8 for work associated with the implementation of this grant and this project. Professional services included amending the existing Clean Water State Revolving Fund "Facility Plan"; modification of project plans and specifications, the preparation of the State Revolving Fund Loan application, and bidding services.

Change Order No. 1 to Task Authorization No. 8 is necessary for additional engineering tasks needed for the replacement of the existing Vulcan Bar screens and Compactors in the Influent Structure. This additional work was not part of the original design scope and is being added in support of the installation of the new bar screens. The new bar screens became necessary when the existing ones at the plant began to fail prematurely. Due to the nature of the failures, repairs are not possible. The scope and fee include the design services for the installation of two (2) Hydrodyne Center Flow Screens, two (2) compactors, one (1) booster pump skid, and electrical and control systems. The work under this change order includes bidding assistance, shop drawing review, and electrical/instrumentation sub-consultant services required for the execution of this phase of the project. This change order also includes an additional 180 days to move the Final Completion date from May 15, 2025 to November 11, 2025, in order to complete the added scope.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Mead and Hunt Change Order No 1 to Task Authorization No 8 - WRF Filter	Mead and Hunt Change Order No 1 to Task Authorization No 8 - WRF Filter.pdf
2.	Mead Hunt - Scope of Work CO1 to TA 8	Mead Hunt - Scope of Work CO1 to TA 8.pdf
3.	Task Authorization No. 8	Task Authorization No. 8.pdf
4.	Executed Notice to Proceed	Executed Notice to Proceed.pdf
5.	Executed Mead Hunt Renewal 1-13-2025	Executed Mead Hunt Renewal 1-13-2025.pdf
6.	Mead and Hunt Contract CA7761	Mead and Hunt Contract CA7761.pdf
7.	Mead and Hunt - Human Trafficking Affidavit 9.10.2024	Mead and Hunt - Human Trafficking Affidavit 9.10.2024.pdf
8.	Mead Hunt Inc (RFSQ 21-03) ALL 7.1.25 Prop PL 7.1.25 (1)	Mead Hunt Inc (RFSQ 21-03) ALL 7.1.25 Prop PL 7.1.25 (1).pdf

Julia Wiggins	Created/Initiated - 1/22/2025
Richard Colby	Approved - 1/22/2025
Junos Reed	Approved - 2/10/2025
Linda Truitt	Approved - 2/11/2025
Matthew Jones	Approved - 2/19/2025
Wayne Clark	Final Approval - 2/21/2025

CHANGE ORDER NO. 1
To Task Authorization No 8, dated May 7, 2024
Under the Master Contract for Services dated January 18, 2022
MEAD AND HUNT, INC., Contractor

Project: Water Reclamation Facility (WRF) Resiliency and Emergency Power Upgrades, CWSRF Loan, Design & Bidding Support Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$151,044.00	Original Contract Times: Notice to Proceed (NTP) Issued: May 16, 2024 Substantial Completion (335 days from issuance of NTP): April 15, 2025 Final Completion (365 days from issuance of NTP): May 15, 2025
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$151,044.00	Contract Completion Date prior to this Change Order: Substantial Completion: April 15, 2025 Final Completion: May 15, 2025
Net Increase (decrease) of this Change Order: No. 1 \$24,600.00	Changes in contract time requested this Change Order: No. 1 180 days
Contract Price with all approved Change Orders: \$175,644.00	Contract Times with all approved Change Orders: Substantial Completion: October 13, 2025 Final Completion: November 11, 2025

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 8, Master Contract for Services (CA7761) entered into by and between the parties on May 7, 2024.
- II. REQUIRED CHANGES: Change Order is necessary for additional task to design the replacement of the existing Vulcan Barscreens and Compactors. This request will include a request for an additional 180 days to move the Substantial Completion from April 15, 2025 to October 13, 2025 and the Final Completion date from May 15, 2025 to November 11, 2025. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Additional services to provide engineering and design services for the replacement of the Vulcan Barscreens and Compactors at the Water Reclamation Facility.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with Task Authorization No 8, Master Contract for Services subject to a limit not to exceed \$24,600.00; revised amount of \$175,644.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

ACCEPTED BY:
BRAD BLAIS
Mead and Hunt, Inc.

By: _____
Richard Colby, Construction Mgr

By: _____
Brad Blais, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: _____
Junos Reed, City Engineer

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Scott Stiltner, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



December 27, 2024

Mr. Junos Reed
Engineering & Construction Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: jureed@port-orange.org

**Subject: WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT,
SUBMITTAL REVIEW AND ELECTRICAL DESIGN**

Dear Junos,

The City of Port Orange (City) was awarded an FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant. Design for the project is complete and the City is preparing to advertise project for bid. The City has elected to pre-purchase the Barscreens and screening compactors in order to save time and money. The scope and fee estimate included herein provides for reviewing and processing equipment submittals, bidding assistance and electrical sub-consultant services.

This additional task is to replace the existing Vulcan Barscreens and Compactors. The scope and fee includes professional design services for the removal and installation of two (2) Hydrodyne Center Flow Screens, two (2) compactors, one (1) booster pump skid; sub-consultants, electrical systems, and controls. This work includes bidding assistance, shop drawing review, vendor and electrical/instrumentation sub-consultant services required for execution of this phase of the project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad Blais.

Brad Blais, P.E.
Vice President/Client Manager

A blue ink signature of John "Tanner" Rachal.

John "Tanner" Rachal, P.E.
Deputy Project Manager

BTB/TR;bf

Attachment: Scope of Services and Fee Estimate
cc: Steve Parnell, Chris Wall, City of Port Orange

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT
SUBMITTAL REVIEW AND ELECTRICAL DESIGN**

This Task Order is in conformance with the Master Contract for Engineering Services, pursuant to RFSQ #21-03, Professional Engineering Services for Public Works, Utilities, and Environmental Services dated January 28, 2022, between the City of Port Orange (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City of Port Orange (City) was awarded an FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant. The City has elected to pre-purchase the Barscreens and screening compactors. This task authorization provides for design professional engineering services for the removal and installation of two (2) Hydrodyne Center Flow Screens, two (2) compactors and one (1) booster pump skid. This work also includes shop drawing review, vendor coordination and electrical/instrumentation subconsultant fees for this portion of the work.

The initial phase is for the City to purchase the equipment, additional CEI services will be performed under a separate task authorization.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated (2) month project duration. The PM will manage the development of project work and sub-consultant efforts.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

PHASE 2 – DESIGN AND SUBMITTAL REVIEWS

Task 1 – Final Design Development

Based on the OWNER's review comments received, MEAD & HUNT will prepare revised design drawings and specifications to completion. MEAD & HUNT will prepare an updated EOPCC based upon the final submittal documents.

The final submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – Final Design

- Final Design Drawings (electronic PDF format)
- Final Specifications (electronic PDF format)
- Final EOPCC (electronic PDF format)

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>60 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Design and Submittal Review</i>	<i>60 days</i>	<i>Kick-off Meeting</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed lump sum fee is **\$24,600** and is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$4,000</i>	<i>Lump Sum</i>
<i>Phase 2– Design and Submittal Reviews</i>	<i>\$8,500</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$12,500</i>	
<i>Phase 3 – Subconsultants/Reimbursable</i>	<i>\$12,100</i>	<i>Actual cost + 10%</i>
<i>TOTAL</i>	<i>\$24,600</i>	

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 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.



December 27, 2024

Mr. Junos Reed
Engineering & Construction Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: jureed@port-orange.org

**Subject: WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT,
SUBMITTAL REVIEW AND ELECTRICAL DESIGN**

Dear Junos,

The City of Port Orange (City) was awarded an FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant. Design for the project is complete and the City is preparing to advertise project for bid. The City has elected to pre-purchase the Barscreens and screening compactors in order to save time and money. The scope and fee estimate included herein provides for reviewing and processing equipment submittals, bidding assistance and electrical sub-consultant services.

This additional task is to replace the existing Vulcan Barscreens and Compactors. The scope and fee includes professional design services for the removal and installation of two (2) Hydrodyne Center Flow Screens, two (2) compactors, one (1) booster pump skid; sub-consultants, electrical systems, and controls. This work includes bidding assistance, shop drawing review, vendor and electrical/instrumentation sub-consultant services required for execution of this phase of the project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad Blais.

Brad Blais, P.E.
Vice President/Client Manager

A blue ink signature of John "Tanner" Rachal.

John "Tanner" Rachal, P.E.
Deputy Project Manager

BTB/TR;bf

Attachment: Scope of Services and Fee Estimate
cc: Steve Parnell, Chris Wall, City of Port Orange

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT
SUBMITTAL REVIEW AND ELECTRICAL DESIGN**

This Task Order is in conformance with the Master Contract for Engineering Services, pursuant to RFSQ #21-03, Professional Engineering Services for Public Works, Utilities, and Environmental Services dated January 28, 2022, between the City of Port Orange (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City of Port Orange (City) was awarded an FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant. The City has elected to pre-purchase the Barscreens and screening compactors. This task authorization provides for design professional engineering services for the removal and installation of two (2) Hydrodyne Center Flow Screens, two (2) compactors and one (1) booster pump skid. This work also includes shop drawing review, vendor coordination and electrical/instrumentation subconsultant fees for this portion of the work.

The initial phase is for the City to purchase the equipment, additional CEI services will be performed under a separate task authorization.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated (2) month project duration. The PM will manage the development of project work and sub-consultant efforts.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

PHASE 2 – DESIGN AND SUBMITTAL REVIEWS

Task 1 – Final Design Development

Based on the OWNER's review comments received, MEAD & HUNT will prepare revised design drawings and specifications to completion. MEAD & HUNT will prepare an updated EOPCC based upon the final submittal documents.

The final submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – Final Design

- Final Design Drawings (electronic PDF format)
- Final Specifications (electronic PDF format)
- Final EOPCC (electronic PDF format)

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>60 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Design and Submittal Review</i>	<i>60 days</i>	<i>Kick-off Meeting</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed lump sum fee is **\$24,600** and is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$4,000</i>	<i>Lump Sum</i>
<i>Phase 2– Design and Submittal Reviews</i>	<i>\$8,500</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$12,500</i>	
<i>Phase 3 – Subconsultants/Reimbursable</i>	<i>\$12,100</i>	<i>Actual cost + 10%</i>
<i>TOTAL</i>	<i>\$24,600</i>	

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 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.

TASK AUTHORIZATION NO. 8
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 **Water Reclamation Facility (WRF) Filter Resiliency and Emergency Power Upgrade Project, CWSRF Loan, Design and Bidding Support Services**, and 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 and the Compliance Plan shall be completed no later than **365 days** from the date of issuance of a written Notice to Proceed 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 **\$151,044.00**. 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 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

(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.

Karen Gimbel
Printed Name: Karen Gimbel

By: 
Brad Blais, Vice President

Dee Pigott
Printed Name: Dee Pigott

Date: 4/23/2024

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

5/7/2024



ATTEST: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

5/7/2024

EXHIBIT “1”

Engineer's Quote

Consisting of 5 Pages



April 3, 2024

Mr. Junos Reed
Engineering & Construction Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: jureed@port-orange.org

**Subject: WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT
CWSRF LOAN, DESIGN AND BIDDING SUPPORT SERVICES**

Dear Junos,

Congratulations! The City of Port Orange was awarded a FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant in the amount of \$15.15M. In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for professional services associated with implementation of this grant and this project. Professional services include amending the existing CWSRF 'Facility Plan', modification of project plans and specifications, preparation of the SRF loan Application and bidding services.

This project includes replacement and floodproofing generators and electrical systems at the water reclamation facility. It also includes other 'Facility Plan' elements in addition to complete rehabilitation and resiliency upgrades for the filters, associated electrical systems and controls. The existing 'Facility Plan' will need to be amended to include the project elements described in the SAHFI grant application. The existing project plans and specifications will be amended to incorporate the described improvements. A CWSRF loan application and requisite attachments and forms will be prepared and submitted on the City's behalf. Bidding assistance will be provided for receipt of competitive bids.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.



Brad Blais, P.E.

Vice President/Client Manager



John "Tanner" Rachal, P.E.
Deputy Project Manager

BTB/TR;bf

Attachment: Scope of Services and Fee Estimate
cc: Steve Parnell, Chris Wall, City of Port Orange

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WRF FILTER RESILIENCY AND EMERGENCY POWER UPGRADE PROJECT
CWSRF LOAN, DESIGN AND BIDDING SUPPORT SERVICES**

This Task Order is in conformance with the Master Contract for Engineering Services, pursuant to RFSQ #21-03, Professional Engineering Services for Public Works, Utilities, and Environmental Services dated January 28, 2022, between the City of Port Orange (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY of Port Orange was awarded a FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant in the amount of \$15.15M. Work described herein provides for professional services associated with implementation of this grant and this project. Professional services include amending the existing CWSRF 'Facility Plan', modification of project plans and specifications, preparation of the SRF loan application and bidding services.

This project includes replacement and floodproofing generators and electrical systems at the water reclamation facility. It also includes other 'Facility Plan' elements in addition to complete rehabilitation and resiliency upgrades for the filters, associated electrical systems and controls. The existing 'Facility Plan' will need to be amended to include the project elements described in the SAHFI grant application. The existing project plans and specifications will be amended to incorporate the described improvements. A CWSRF loan application and requisite attachments & forms will be prepared and submitted on the CITY's behalf. Bidding assistance will be provided for receipt of competitive bids.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated four (4) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – AMEND EXISTING FACILITY PLAN

MEAD & HUNT will modify the existing CWSRF Facility Plan (PLAN) to justify and quantify the resiliency project elements not described and quantified in the existing PLAN. This includes a description and cost effectiveness analysis for the generator replacement, building architectural/hardening/floodproofing improvements, electrical system and control upgrades and site improvements in and around the existing East Master Lift Station (EMLS). Amendments also include project description and cost effectiveness analysis for the filter rehabilitation project and all elements therein.

PHASE 3 – PROJECT PLANS AND SPECIFICATIONS

MEAD & HUNT will modify and re-title the existing plans and specifications for the WWTP Generator Replacement project and the WWTP Filter Upgrades project into one (1) cohesive design package. The plans will also be amended to raise the floor and roof of the EMLS for floodproofing and an existing PLAN project, two (2) new Hydro-Dyne Centerflo barscreens at the existing influent structure.

PHASE 4 – LOAN APPLICATION PREPARATION AND ASSISTANCE

MEAD & HUNT will prepare the CWSRF SAHFI loan application and requisite attachments for FDEP review and consideration. The loan application and PLAN will be utilized by FDEP Bureau of Facility Funding staff to prepare a draft loan agreement for the full value of the grant, \$15.15M. The CITY will need to present the loan agreement at a publicly advertised, regularly scheduled, CITY commission meeting and execute the agreement with the FDEP. That agreement will specify the terms and conditions of the loan which will be subject to 100% principal forgiveness by the agency.

PHASE 5 – BIDDING ASSISTANCE

MEAD & HUNT will assist the CITY's purchasing department in distributing and administering bids. This assistance includes attending the pre-bid conference and site walk thru, answering bidder questions, preparing addenda and attending the bid opening.

Upon receipt of bids, MEAD & HUNT will review the bids for compliance with the plans and specifications, review the bidder qualifications, prepare an award recommendation letter and attend the CITY Council award.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Facility Plan Amendment</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Amend Project Plans and Specifications</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 4 – Loan Application Preparation and Assistance</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 5 – Bidding Assistance</i>	<i>45 days</i>	<i>City Authorization to Bid</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed lump sum fee is **\$151,044** and is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$17,284</i>	<i>Lump Sum</i>
<i>Phase 2– Amend Facility Plan</i>	<i>\$17,044</i>	<i>Lump Sum</i>
<i>Phase 3 – Amend Project Plans and Specifications</i>	<i>\$42,960</i>	<i>Lump Sum</i>
<i>Phase 4 – Loan Application Preparation and Assistance</i>	<i>\$27,424</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Assistance</i>	<i>\$17,832</i>	<i>Lump Sum</i>
<i>Phase 6 - Allowances</i>	<i>\$28,500</i>	<i>Actual cost + 10%</i>
<i>TOTAL</i>	<i>\$151,044</i>	

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 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.

5/22 Emailed
to vendor



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Junos Reed, City Engineer
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: Mead and Hunt, Inc
4401 Eastport Parkway
Port Orange, FL 32127

PROJECT TITLE: Task Authorization No 8 – Water Reclamation Facility (WRF) Resiliency and Emergency Power Upgrades, CWSRF Loan, Design & Bidding Support Services Project SSP200 (PO-003861)

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with Task Authorization No 8, under the Master Contract for Services CA7761, and all terms and conditions of the agreement between the City of Port Orange and **Mead and Hunt, Inc.** The **effective date** of this **Notice to Proceed** is **May 16, 2024**, with a **Final Completion** by **May 15, 2025**.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Junos Reed, City Engineer

All future correspondence or requests for changes to the contract must be addressed to City Engineer

ISSUED BY:

Owner: City of Port Orange

This 21 day of May, 2024

By: [Signature]
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Mead and Hunt, Inc.

This 21st day of May, 2024 Title:

By: [Signature]
Braid Blais

Senior Vice President



CITY OF PORT ORANGE

Agreement

RENEWAL FORM

THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE

Verify your records by providing the following information:

Name of Company/Organization: Mead and Hunt, Inc. ("Contractor")

Name of Contact Person: Brad Blais, Vice President

Mailing Address: 2440 Deming Way

Middleton, WI 53562-1562

E-Mail Contact Address: brad.blais@meadhunt.com

Phone: (386) 761-6810 Fax: N/A

☒ Standard Contract for Service CA No. 7761

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

☐ Updated Bond N/A

☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ☒ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative:  Date: January 8, 2024

Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department

Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager

Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

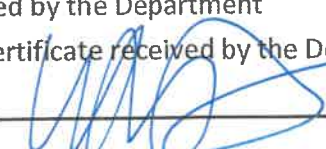
☒ Renewal Accepted by the Department

☐ Bond received by the Department

OR

☒ Bond not applicable

☒ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

City Manager: 

Date: 1/13/2025

Original Signed Form Must Be Returned to the City Clerk



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 **MEAD AND HUNT, INC.**, a Wisconsin corporation, registered to transact business in Florida, whose principal address is 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("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 Billing Rate Schedule 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
☒	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 Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	Limits 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)	<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			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$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:	Mead and Hunt, Inc. Attention: Brad Blais, Vice President 2440 Deming Way, Middleton Wisconsin 53562-1562 (386) 761-6810 – Telephone brad.blais@meadhunt.com 4401 Eastport Parkway Port Orange, Florida 32127

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 of 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:

Bernadette Fox
Printed Name: Bernadette Fox

Tonya Senier
Printed Name: Tonya Senier

MEAD AND HUNT, INC.

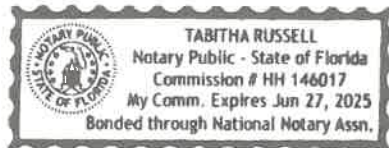
By: [Signature]
Brad Blais, Vice President

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 6, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

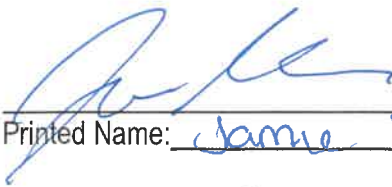
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2022, by Brad Blais, as Vice President of Mead and Hunt, Inc., a Wisconsin corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced as identification.



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

Witnesses:

CITY OF PORT ORANGE


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

Date: 1/18/2022


Printed Name: Jamie Miller

Printed Name: Matt Jones

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 Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical.....	\$78.00 / hour
Technical Editor.....	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

~~This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.~~

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 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.**, Wisconsin corporation, registered to transact business in Florida, 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 _____, 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:

MEAD AND HUNT, INC.

Printed Name: _____ By: _____
Brad Blais, 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: _____

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Kari Rahn. I am over the age of Twenty-one years old. I am the Human Resources of Mead & Hunt, Inc., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) Director(Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

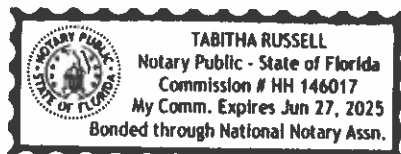
Further Affiant sayeth not.

Date: September 4, 2024

Signed: Kari Rahn
Print Name: Kari Rahn
Title: Human Resources Director

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 4th day of September, 2024 by Kari Rahn as HR Director on behalf of Mead & Hunt Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)



Tabitha Russell
Notary Public, State of Florida
Printed name, commission and expiration of commission term



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Beau Murray PHONE (A/C, No, Ext): 608-242-2558 E-MAIL ADDRESS: BMurray@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance		37885
INSURER B : Zurich American Insurance Company		16535
INSURER C : American Guarantee & Liability Ins. Co.		26247
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1663039282**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	WC138723302	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A	Property Professional Liability (Claims-Made)			CPP182316702 DPR5030749	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Bldg/BPP: \$22,620,427 Per Claim: \$10,000,000 Per Aggregate: \$10,000,000

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

RFSQ 21-03 MASTER CONTRACT

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Port Orange and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Port Orange and Others as required by written contract.

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 days' notice of cancellation will be furnished 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

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Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723102	7/1/2024	7/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO138723202

Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO138723202	7/1/2024	7/1/2025			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION
BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON
AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No WC138723302

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** took place;



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B7) Resolution No. 25-01 - Supplemental Agreement to Florida Department of Transportation (FDOT) Contract for maintenance on the State Rights-of-Way

DEPARTMENT: Public Works

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Motion to approve Resolution No. 25-01.

SUMMARY: City staff is currently responsible for maintenance of several items on five Florida Department of Transportation (FDOT) roads within the Port Orange municipal limits - US 1/Ridgewood Avenue (State Road 5), Nova Road (State Road 5A), Dunlawton Avenue (State Road 421), Peninsula Drive (State Road 441), and Atlantic Avenue (A1A).

Maintenance terms are formalized in the Highway Maintenance Memorandum of Agreement (MOA) that was most recently approved in June 2023. Services provided under the Agreement include: mowing, edging, manual weed control, limited herbicide for grass and weed control, fertilizing, landscaped area maintenance, roadside litter removal and sweeping. This contract does not include any storm water management or cleaning of drainage structures and roadside ditches.

FDOT currently pays the City approximately \$71,000 per year for these services. Staff estimates it costs the City approximately \$300,000 per year for these responsibilities with the difference in cost made up from City revenues.

After analyzing the effectiveness of the various tasks in the agreement, Staff recommends approval to remove mechanical and hand roadway sweeping from the FDOT Agreement. FDOT does not object to this change.

The sweepers are a critical part of the City's stormwater maintenance system, and their routes are focused on the City's high maintenance and flood prone areas for regularly scheduled and storm-related work. State roads are larger major thoroughfares, requiring the sweepers to move at higher speed resulting in greater wear and tear on the brushes and other mechanical parts and increased down-time for maintenance.

Current responsibilities on the State roads limits the street sweepers time allocated to the older neighborhoods with substantial and frequent debris in the roadways. Street

sweepers are currently covering 52 curbed miles within the city limits. The mileage on the street sweepers will be reduced by approximately 11,000 miles per year with the reduction of the major State thoroughfares.

The Street Sweepers the City uses cost approximately \$250,000 each to purchase and annual maintenance is approximately \$57,000.

If this change is made, FDOT will reduce the amount they pay the city by about \$14,000 per year resulting in annual funds from FDOT of about \$57,000 for the remaining work the City does in the State Rights of Way.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Resolution. No. 25-01	Resolution. No. 25-01 .pdf
2.	Supplemental Agreement to Contract No. ASW26	Supplemental Agreement to Contract No. ASW26 .pdf
3.	Executed FDOT MOA #ASW26 effective 6-15-23 to 6-14-26	Executed FDOT MOA #ASW26 effective 6-15-23 to 6-14-26 .pdf

Denyce Frey	Created/Initiated - 9/25/2024
Tom DiEulio	Approved - 9/25/2024
John McKinney	Approved - 9/26/2024
Matthew Jones	Approved - 10/1/2024
Wayne Clark	Final Approval - 2/21/2025

RESOLUTION NO. 25-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUPPLEMENTAL AGREEMENT TO HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT (ASW26) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT and the City of Port Orange entered into a Highway Maintenance Memorandum of Agreement Contract No. ASW26 ("Contract ASW26") for the City of Port Orange to maintain portions of State Highway System rights-of-way within the City limits; and

WHEREAS, FDOT and the City of Port Orange desire to amend the Contract ASW26 to reduce certain services which will reduce the compensation received by the City in exchange for said services.

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

Section 1. The City Council of the City of Port Orange, Florida, does hereby agree to amend Contract ASW26 to remove certain services and thereby amend the compensation for the remaining services. Said amendments are contained in the Supplemental Agreement to Contract ASW26 ("Supplemental Agreement"), marked as **Exhibit "1"**, attached hereto and made a part hereof by this reference.

Section 2. Except as amended herein, the Contract ASW26 as approved by Resolution 23-20, shall remain in full force and effect.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Supplemental Agreement between the City of Port Orange and the Florida Department of Transportation.

Section 4. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

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

SCOTT STILTNER, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2025.

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

EXHIBIT "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

S.A. Number: 01

Contract Number: ASW26

Page 1 of 2

Financial Project Number: 244608-1-78-03

Project Description: Memorandum of Agreement- City of Port Orange

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and the City of Port Orange, "Contractor", and N/A, "Surety", the same being supplementary to Contract ASW26 by and between the parties aforesaid, dated 6/7/2024, for the construction, improvement, or maintenance of the road(s) and bridge(s) assigned the project number(s) shown above, in Volusia Count(y)(ies) Florida.

(1) See Page 2 of the Supplemental Agreement.

Revised Plan Sheet Nos. Not Applicable.

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of July, 2021. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. ASW26, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 0 Days

Net Change in Contract this Agreement: Increase \$ 0.00 Decrease \$ 27,606.00
No Change ☐

Approved By:

Executed By:

Secretary or Designee Signature

Printed Name Christine Barone, P.E.
Title DeLand Operations Engineer
Date _____

Contractor Signature

Printed Name Scott Stiltner
Title Mayor
Date _____

Executed By:

ATTEST

Secretary or Designee Signature

Printed Name Ron J. Meade, P.E.
Title District Maintenance Engineer
Date _____

Robin L Fenwick, City Clerk Date _____

N/A (SEAL)
Surety

Attorney Signature, Department of Transportation, Legal Review

Printed Name Chris Indelicato, Esquire
Date _____

BY N/A
Florida Licensed Insurance Agent Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

Page 2 of 2

S.A. Number: 01

Contract Number: ASW26

Financial Project Number: 244608-1-78-03

Project Description: Memorandum of Agreement- City of Port Orange
(1) (continued):

CONTRACT AMENDMENT:

In consideration for the \$27,606.00 decrease in the Contract price and zero (0) days additional to Contract Time to be granted to the Contractor, the Department and the Contractor agree that FDOT Contract ASW26 is amended as follows:

ISSUE 01:

Beginning on June 18, 2024, cease performing the following Maintenance Activities in the Contract:

Maintenance Activity No.	Description
542	Roadway Sweeping (Manual)
543	Roadway Sweeping (Mechanical)

ISSUE 02:

Decrease the quantity of the following Pay Item in the Contract:

Pay Item	Description	Unit	Quantity Decreased	Unit Price	Total Amount Decreased
E999-10-22	MOA- Periodic Payment of Lump Sum	EA	8	\$17,825.25	\$142,602.00

Add the following Pay Item to the Contract:

Pay Item	Description	Unit	Quantity	Unit Price	Total Amount
E999-10-22	MOA- Periodic Payment of Lump Sum	EA	8	\$14,374.50	\$114,996.00

Net Issue Cost: (27,606.00)

REASONS 01 & 02:

The Contractor has elected to remove Maintenance Activities from the Contract and is subject to a reduction in compensation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

S.A. Number: 01

Contract Number: ASW26

Page 1 of 2

Financial Project Number: 244608-1-78-03

Project Description: Memorandum of Agreement- City of Port Orange

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and the City of Port Orange, "Contractor", and N/A, "Surety", the same being supplementary to Contract ASW26 by and between the parties aforesaid, dated 6/7/2024, for the construction, improvement, or maintenance of the road(s) and bridge(s) assigned the project number(s) shown above, in Volusia Count(y)(ies) Florida.

(1) See Page 2 of the Supplemental Agreement.

Revised Plan Sheet Nos. Not Applicable.

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of July, 2021. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. ASW26, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 0 Days

Net Change in Contract this Agreement: Increase \$ 0.00 Decrease \$ 27,606.00
No Change ☐

Approved By:

Executed By:

Secretary or Designee Signature

Printed Name Christine Barone, P.E.
Title DeLand Operations Engineer
Date _____

Contractor Signature

Printed Name Donald O. Burnette
Title Mayor
Date _____

Executed By:

ATTEST

Secretary or Designee Signature

Printed Name Ron J. Meade, P.E.
Title District Maintenance Engineer
Date _____

Robin L Fenwick, City Clerk Date _____

N/A (SEAL)
Surety

Attorney Signature, Department of Transportation, Legal Review

Printed Name Chris Indelicato, Esquire
Date _____

BY N/A
Florida Licensed Insurance Agent Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

Page 2 of 2

S.A. Number: 01

Contract Number: ASW26

Financial Project Number: 244608-1-78-03

Project Description: Memorandum of Agreement- City of Port Orange
(1) (continued):

CONTRACT AMENDMENT:

In consideration for the \$27,606.00 decrease in the Contract price and zero (0) days additional to Contract Time to be granted to the Contractor, the Department and the Contractor agree that FDOT Contract ASW26 is amended as follows:

ISSUE 01:

Beginning on June 18, 2024, cease performing the following Maintenance Activities in the Contract:

Maintenance Activity No.	Description
542	Roadway Sweeping (Manual)
543	Roadway Sweeping (Mechanical)

ISSUE 02:

Decrease the quantity of the following Pay Item in the Contract:

Pay Item	Description	Unit	Quantity Decreased	Unit Price	Total Amount Decreased
E999-10-22	MOA- Periodic Payment of Lump Sum	EA	8	\$17,825.25	\$142,602.00

Add the following Pay Item to the Contract:

Pay Item	Description	Unit	Quantity	Unit Price	Total Amount
E999-10-22	MOA- Periodic Payment of Lump Sum	EA	8	\$14,374.50	\$114,996.00

Net Issue Cost: (27,606.00)

REASONS 01 & 02:

The Contractor has elected to remove Maintenance Activities from the Contract and is subject to a reduction in compensation.

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: ASW26

FINANCIAL PROJECT NO.: 244608-1-78-03

This AGREEMENT, entered this 15th day of June, 2023, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Port Orange, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 23-20 dated the 6 day of JUNE, 2023 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT**’s point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor’s material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT**’s right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT**’s right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT**’s construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6) (a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,825.25 per quarter, equating to ~~\$71,421.00~~ per year for the duration of the term. \$71,301.00
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tracy Rosenberg. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contracts Coordinator

Name: Tracy Rosenberg

Address: 1650 N. Kepler Road DeLand, FL 32724

Telephone: 386-740-3437

Email: tracy.rosenberg@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Tom Dieulio

Address: 1000 City Center Circle Port Orange, FL 321127

Telephone: 386-506-5575

Email: tdieulio@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

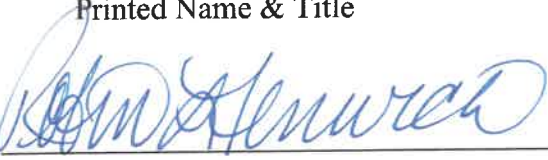
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: 

DONALD O. BURNETTE, MAYOR

Printed Name & Title

Attest: 

ROBIN L. FENWICK, MMC CITY CLERK

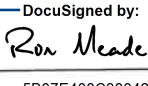
Printed Name & Title



Legal Approval: 

Shannon K. Balmer, Assistant City Attorney

DEPARTMENT:

By: 

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Ron J. Meade, P.E., District Maintenance Engineer

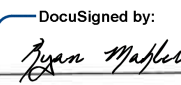
Printed Name & Title

Attest: 

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Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: 

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EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

RESOLUTION NO. 23-20

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

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



DONALD O. BURNETTE, MAYOR

ATTEST:



Robin L. Fenwick, MMC, City Clerk



Adopted on the 6 day of June, 2023.

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

EXHIBIT B**PROJECT LIMITS:**

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
79010	5 (US 1)	From Rose Bay Bridge (MP 24.727) to the northern City limits (MP 28.100)	3.373 mi
79190	5A	From SR 5/ US 1 (MP 0.000) to Canal View Road (MP 3.168)	3.168 mi
79230	421	From western City limits (MP 0.000) to SR 5/ US 1 (MP 4.001) Exclude: I-95 SB ramp (MP 0.015) to I-95 NB ramp (0.331)	3.685 mi
79180	A1A	From Sr 5/ US 1 (MP 0.000) to S Peninsula Drive (MP 1.079) Exclude: high rise bridge (MP 0.608 - 0.987)	0.700 mi
79260	441	From SR A1A (MP 0.000) to northern City limits (MP 0.545)	0.545 mi

EXHIBIT C**MAINTENANCE ACTIVITIES:****(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)**

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☒	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

- | | | |
|-------------------------------------|-----|--|
| ☐ | 498 | Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations. |
| ☐ | 527 | Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities. |
| ☒ | 541 | Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| ☒ | 542 | Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly. |
| ☒ | 543 | Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris. |
| ☒ | 545 | Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk. |
| ☒ | 497 | Chemical Weed & Grass Control selective weeding: The application of herbicides to control undesired vegetation in turf within the right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do not include herbicide efforts within mitigation or landscape areas. |
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| ☐ | | |
| ☐ | | |



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B8) Resolution No. 25-14 - Approval of Non-Vehicular Access Easement Vacation - portion of Lots 70, 126, 127, 132, and 146 of Madeline Commons Subdivision

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approved Resolution 25-14.

SUMMARY: The Community Development Department has received an easement vacation application for the vacation of portions of existing Non-Vehicular Access Easements as shown on the recorded subdivision plat, to accommodate the construction of a driveway for Lots 70, 126, 127, 132, and 146 in the subdivision.

There is a platted 2-foot wide Non-Vehicular Access Easement along various portions of the front property line of these lots. These Non-Vehicular Access Easements were initially required to prevent a driveway from being built near the stormwater inlets. However, through the design and construction of the subdivision along the required driveway setbacks in the Land Development Code, these easements, or portions thereof, are no longer required but were inadvertently left on the plat by the applicant when it was recorded. The applicant and property owner, ADJ Madeline Commons, LLC, met with Staff regarding the proposed easement vacations and driveway locations on these lots, and there was no Staff objection to vacating the following:

Lot 70: a 3-foot-long segment of the platted easement
Lot 126: a 32-foot-long segment of the platted easement
Lot 127: a 16-foot-long segment of the platted easement
Lot 132: the 5-foot-long platted easement
Lot 146: the 5-foot-long platted easement

The remaining segments of the platted Non-Vehicular Access Easements will remain across Lots 70, 126, & 127 to ensure a driveway is not built near a stormwater inlet.

The easement vacation application and legal descriptions have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns with the proposal to vacate the Non-Vehicular Access

PRESENTER: Tim Burman

1.	Resolution No. 25-14 w exhibit	Resolution No. 25-14 w exhibit for CC.pdf
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Lisa Epstein Created/Initiated - 2/3/2025
Tim Burman Approved - 2/12/2025
Shannon Balmer Approved - 2/18/2025
Wayne Clark Final Approval - 2/21/2025

RESOLUTION NO. 25-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING PORTIONS OF THE NON-VEHICULAR
ACCESS EASEMENTS LOCATED ON LOTS 70, 126, 127,
132, and 146, ALL OF THE MADELINE COMMONS
SUBDIVISION PLAT; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, ADJ Madeline Commons, LLC, is the record owner of Lots 70, 126, 127, 132, and 146 of Madeline Commons Subdivision, according to Official Records Book 8458, Page 404, of record in Public Records of Volusia County, Florida, and has applied for the vacation of portions of the non-vehicular access easements located on Lots 70, 126, 127, 132, and 146, all of Madeline Commons Subdivision, in order to accommodate the construction of driveways on said Lots; and

WHEREAS, the applicants has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the portions of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the non-vehicular access easements as more particularly described on the attached **Composite Exhibit "A."**

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

Section 1. The interest of the public in the portions of the non-vehicular access easements depicted and described on the attached Composite Exhibit "A," are hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the said portions of the easements are hereby vacated are renounced and disclaimed. All other easements located within Lots 70, 126, 127, 132, and 146 of Madeline Commons Subdivision, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the portions of the non-vehicular access easements, the Property Owner accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR SCOTT STILTNER

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2025

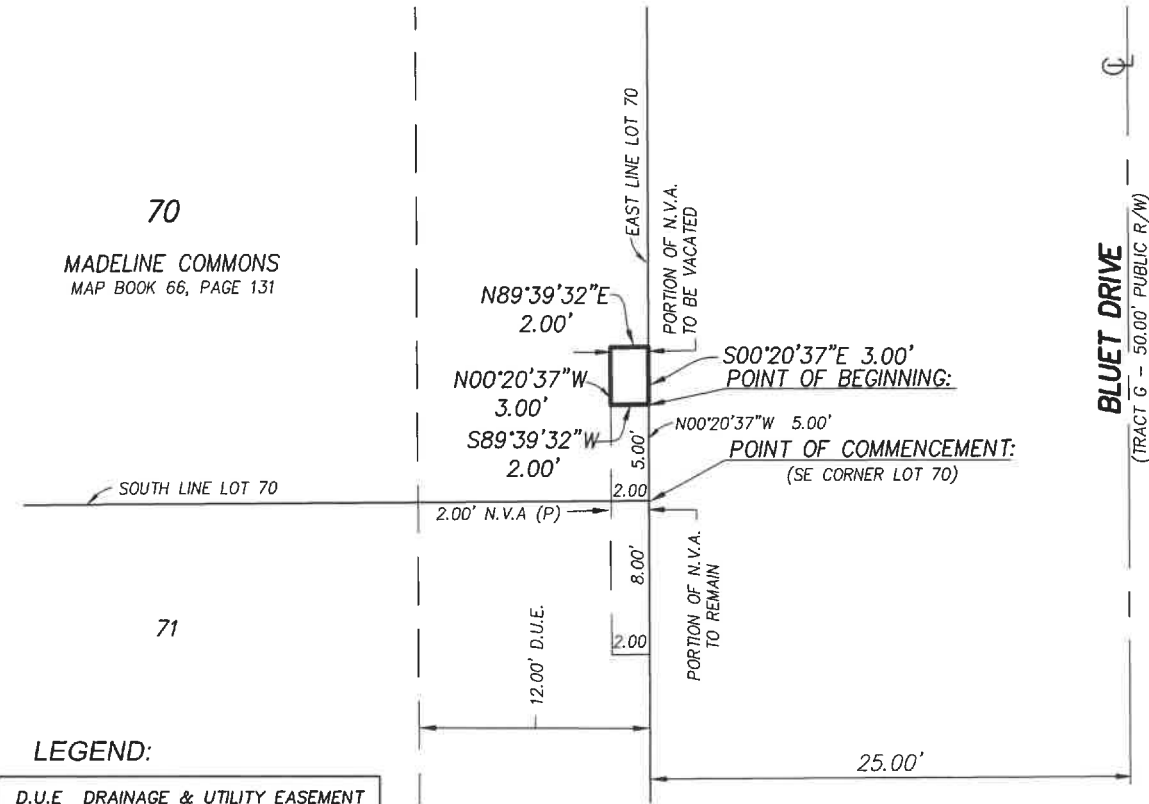
Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A-1"

LEGAL DESCRIPTION:

THAT PORTION OF LOT 70, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 70; THENCE N00°20'37"W, ALONG THE EAST LINE OF LOT 70, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE S89°39'23"W, A DISTANCE OF 2.00 FEET; THENCE N00°20'37"W, A DISTANCE OF 3.00 FEET; THENCE N89°39'23"E, A DISTANCE OF 2.00 FEET TO THE EAST LINE OF SAID LOT 70; THENCE S00°20'37"E, ALONG SAID EAST LINE, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.



William
D Donley

Digitally signed by
William D Donley
Date: 2025.02.03
13:03:43 -05'00'

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.



SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 70 N.V.A. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 02/03/25
REV DATE:

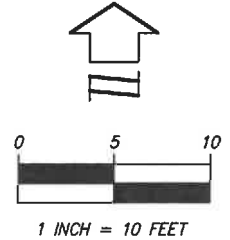
PROJ: 112.002
DRAWN BY: WDD
CHECKED BY: WDD

EXHIBIT "A-2"

LEGAL DESCRIPTION:

THAT PORTION OF LOT 126, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

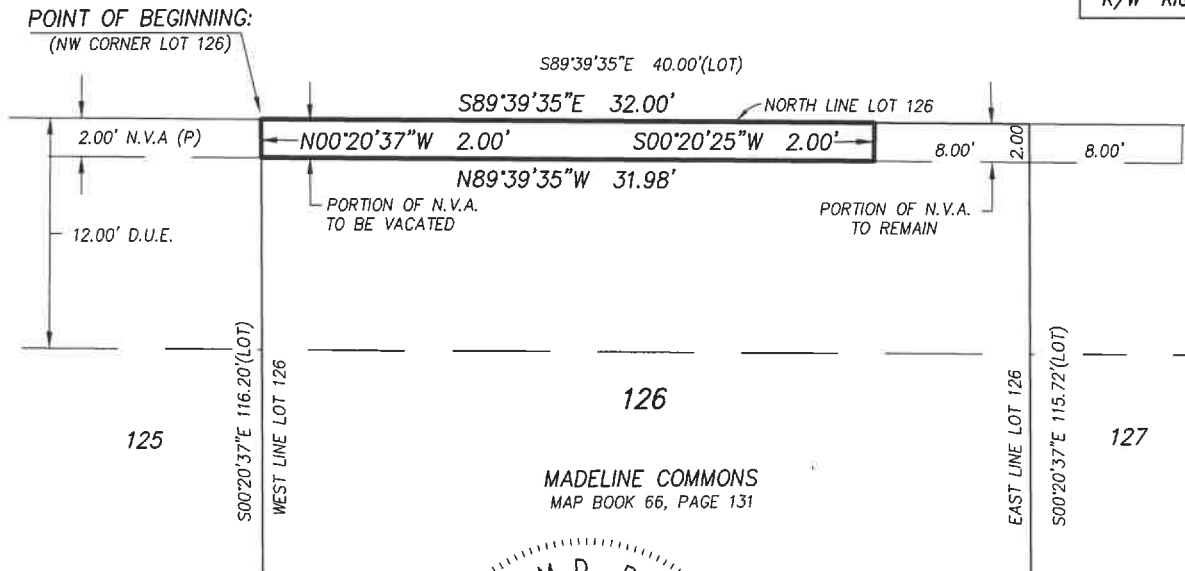
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 126; THENCE S89°39'35"E, ALONG THE NORTH LINE OF SAID LOT 126, A DISTANCE OF 32.00 FEET; THENCE S00°20'25"W, A DISTANCE OF 2.00 FEET; THENCE N89°39'35"W, A DISTANCE OF 31.98 FEET TO THE WEST LINE OF SAID LOT 126; THENCE N00°20'37"W, ALONG SAID WEST LINE, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.



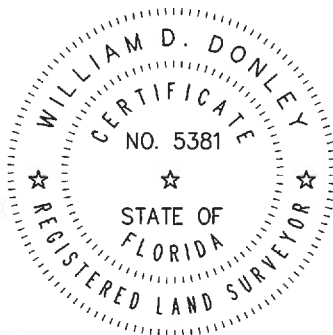
COMMONS WAY (50.00' PUBLIC R/W)

LEGEND:

D.U.E DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.



SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF COMMONS WAY, PER PLAT BOOK 66, PAGE 131, BEING S89°39'35"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 126 N.V.A. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 01/17/25
REV DATE:

PROJ: 12.002
DRAWN BY: WDD
CHECKED BY: WDD

EXHIBIT "A-3"

LEGAL DESCRIPTION:

THAT PORTION OF LOT 127, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 127; THENCE S89°39'35"E, ALONG THE NORTH LINE OF SAID LOT 127, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; THENCE S89°39'35"E, A DISTANCE OF 27.30 FEET; THENCE S00°20'25"W, A DISTANCE OF 2.00 FEET; THENCE N89°39'35"W, A DISTANCE OF 27.30 FEET; THENCE N00°20'37"W, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.



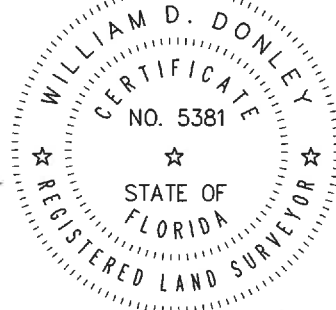
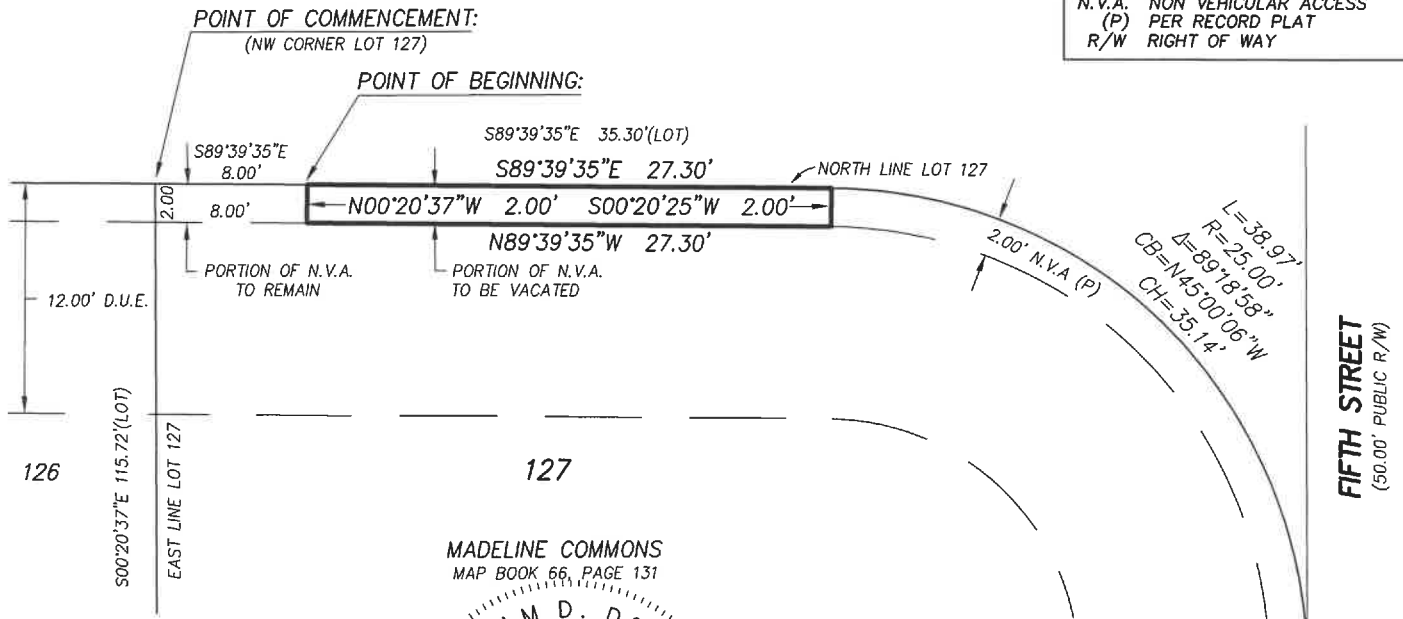
1 INCH = 10 FEET

COMMONS WAY

(50.00' PUBLIC R/W)

LEGEND:

D.U.E DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF COMMONS WAY, PER PLAT BOOK 66, PAGE 131, BEING S89°39'35"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 127 N.V.A. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 01/17/25
REV DATE:

PROJ: 12.002
DRAWN BY: WDD
CHECKED BY: WDD

EXHIBIT "A-4"

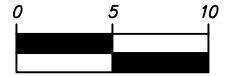
LEGAL DESCRIPTION:

THAT PORTION OF LOT 132, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

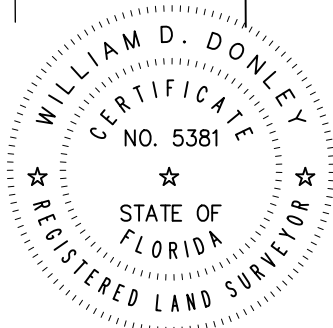
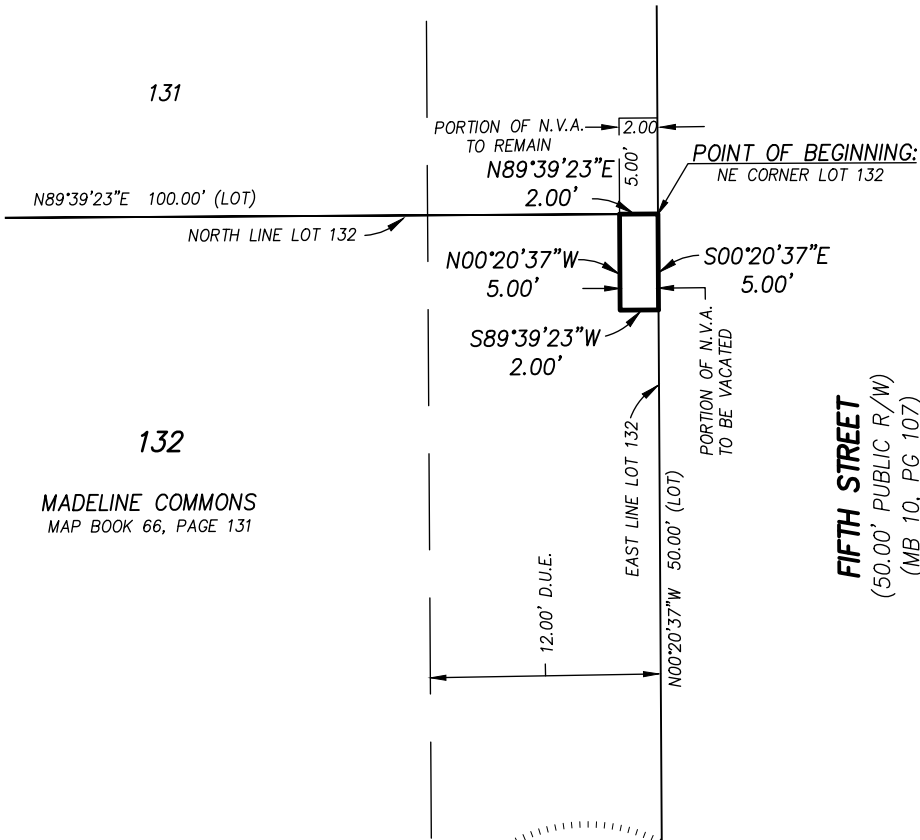
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 132; THENCE S00°20'37"E, ALONG THE EAST LINE OF SAID LOT 132, A DISTANCE OF 5.00 FEET; THENCE S89°39'23"W, A DISTANCE OF 2.00 FEET; THENCE N00°20'37"W, A DISTANCE OF 5.00 FEET TO THE NORTH LINE OF SAID LOT 132; THENCE N89°39'23"E, ALONG SAID NORTH LINE, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

LEGEND:

D.U.E DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY



1 INCH = 10 FEET



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF 5TH STREET, PER PLAT BOOK 66, PAGE 131, BEING N00°20'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050--052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 132 N.V.A. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM

CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 02/11/25
REV DATE:

PROJ: 12.002
DRAWN BY: WDD
CHECKED BY: WDD

EXHIBIT "A-5"

LEGAL DESCRIPTION:

THAT PORTION OF LOT 146, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

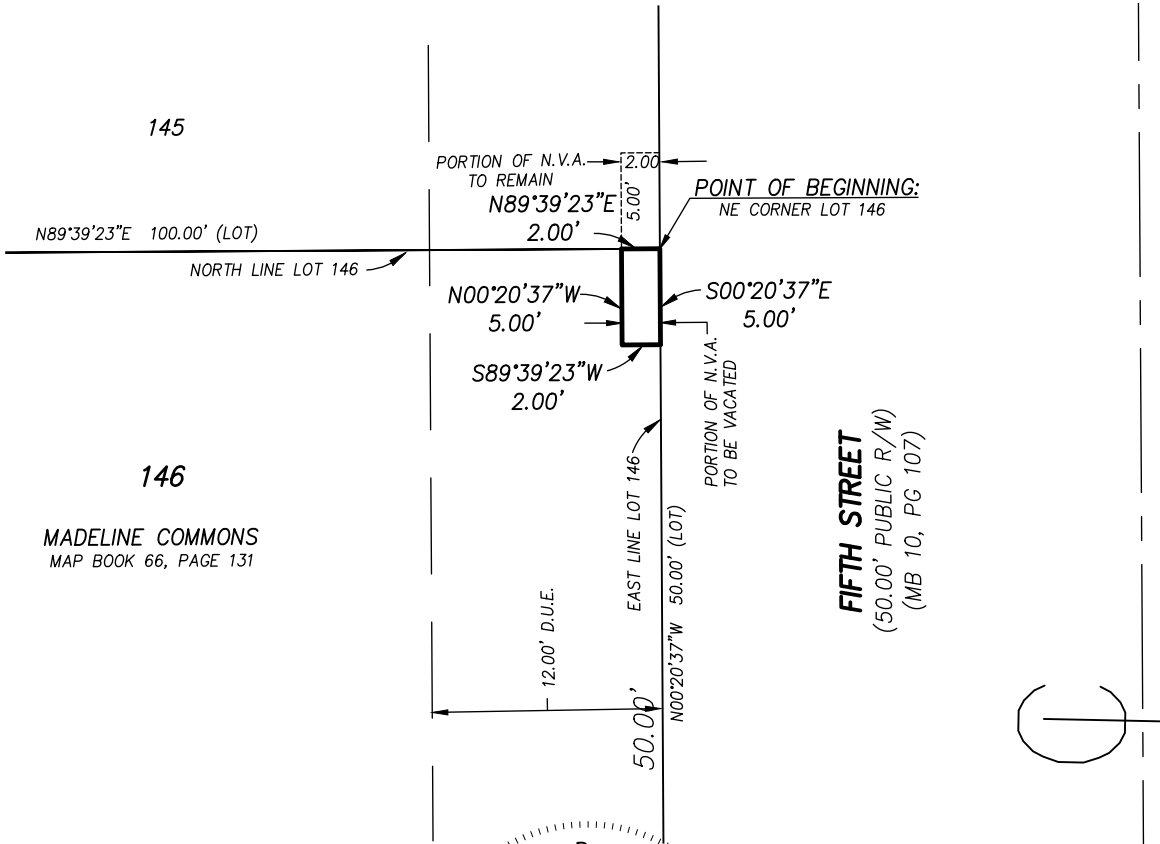
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 146; THENCE S00°20'37"E, ALONG THE EAST LINE OF SAID LOT 146, A DISTANCE OF 5.00 FEET; THENCE S89°39'23"W, A DISTANCE OF 2.00 FEET; THENCE N00°20'37"W, A DISTANCE OF 5.00 FEET TO THE NORTH LINE OF SAID LOT 146; THENCE N89°39'23"E, ALONG SAID NORTH LINE, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

LEGEND:

D.U.E DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY

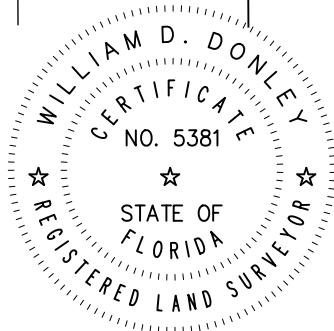


0 5 10
1 INCH = 10 FEET



SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF 5TH STREET, PER PLAT BOOK 66, PAGE 131, BEING N00°20'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050--052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 146 N.V.A. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM

CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 02/11/25
REV DATE:

PROJ: 12.002
DRAWN BY: WDD
CHECKED BY: WDD



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B9) Resolution No. 25-15 - Approval of a Tree Conservation Easement Vacation - Madeline Commons Subdivision Plat

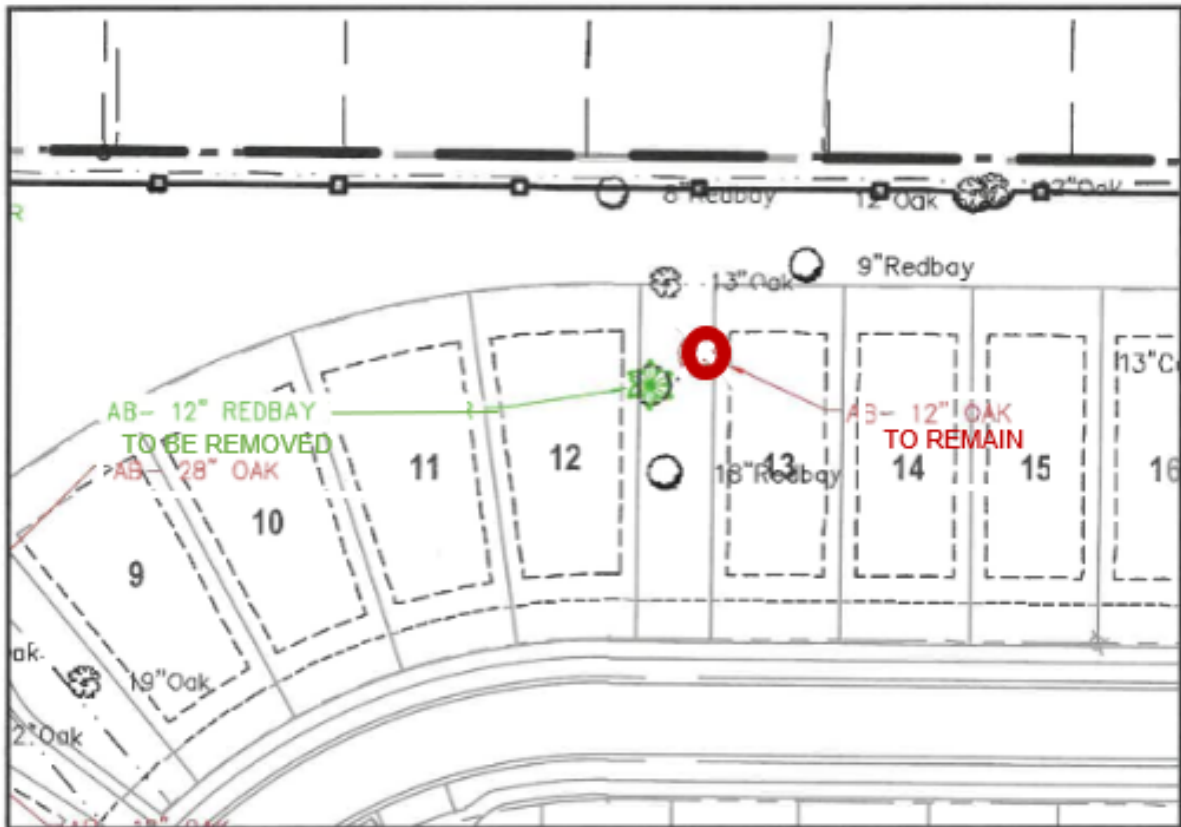
DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution 25-15.

SUMMARY: The Community Development Department has received an application to switch the location of a Tree Conservation Easement in an HOA-maintained Common Area shown on the Madeline Commons subdivision plat. At the time the subdivision was being designed, the tree survey indicated a 12" Red Bay tree to remain in the common area and it counted toward the 79 required specimen trees for the subdivision, and a Tree Conservation Easement was provided on the recorded plat for this one tree. After construction of the subdivision improvements was completed, the developer, ADJ Madeline Commons, LLC, along with the home builder, DR Horton, inquired about vacating the existing Tree Conservation Easement for the 12" Red Bay tree and establishing a new Tree Conservation Easement for a nearby 12" Oak tree located in the same HOA-maintained Common Area that was saved during the construction. According to the applicants, the 12" Oak tree looks more appealing, is healthier than the Red Bay tree, and is located further away from the building footprint on the adjacent lot. If the Tree Conservation Easement vacation is approved, the requirement to preserve 79 Specimen Trees for this subdivision will still be met with the recording of the new Tree Conservation Easement for the 12" Oak tree.

If approved, the new Tree Conservation Easement for the 12" Oak Tree will need to be recorded before the tree removal permit for the 12" Red Bay tree is issued. The easement vacation application and sketch and legal description for the Tree Conservation Easement to be vacated and the new Tree Conservation Easement have been reviewed for completeness and accuracy. Staff has reviewed the application and has no outstanding concerns with the proposal to vacate the existing Tree Conservation Easement and tree removal. No franchise utility company's rights to utility easements will be impacted by the vacation of the tree easement at this location.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 25-15 w exhibit	Resolution No. 25-15 w exhibit .pdf
2.	New Tree Easement Agmt - Common Area	New Tree Easement Agmt - Common Area.pdf
3.	New Tree Easement Agmt - Lot 13	New Tree Easement Agmt - Lot 13.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 2/4/2025
Approved - 2/12/2025
Approved - 2/18/2025
Final Approval - 2/21/2025

RESOLUTION NO.25-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A TREE CONSERVATION EASEMENT
LOCATED ON A PORTION OF LOT 12 AND PORTION OF
TRACT A, BOTH OF THE MADELINE COMMONS
SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Campbell Crossing Owners Association, Inc., is the record owner of Tract A of Madeline Commons Subdivision, according to the map or plat thereof, as recorded in Map Book 66, Page 131, and D.R. Horton, Inc., a Delaware corporation, is the owner of Lot 12, as recorded in Official Records Book 8654, Page 3621, all in Public Records of Volusia County, Florida, and have applied for the vacation of a tree conservation easement, portions of which are located on Tract A and Lot 12 of Madeline Commons Subdivision, in connection with the construction of a single family residence; and

WHEREAS, the applicants has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon the tree conservation easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the tree conservation easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to said easement is hereby vacated, renounced, and disclaimed. All other easements located within Tract A and Lot 12 of Madeline Commons Subdivision, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the tree conservation easement, the Property Owners accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR SCOTT STILTNER

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2025

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

EXHIBIT "A"

LEGAL DESCRIPTION:

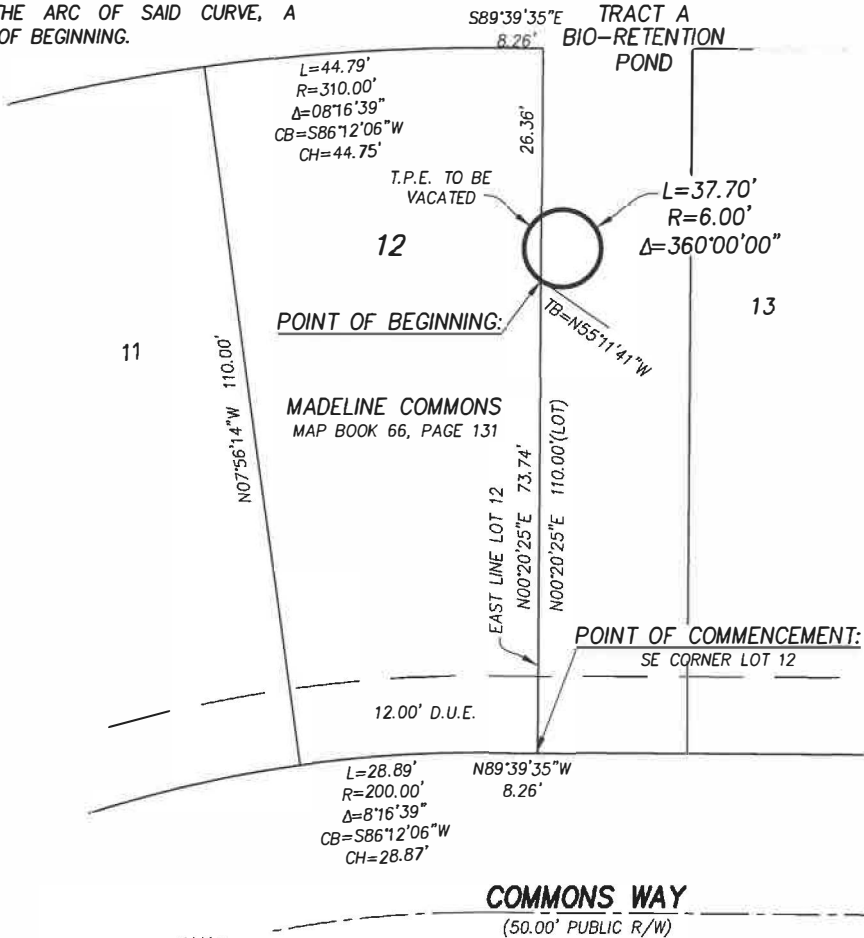
THAT CERTAIN TREE PRESERVATION EASEMENT, BEING A PORTION OF LOT 12 AND TRACT A, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE N00°20'25"E, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 73.74 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE, HAVING A RADIUS OF 6.00 FEET, AND A CENTRAL ANGLE OF 360°00'00"; THENCE FROM A TANGENT BEARING OF N55°11'41"W, RUN CLOCKWISE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.70 FEET TO THE POINT OF BEGINNING.



0 15 30
1 INCH = 30 FEET

LEGEND:

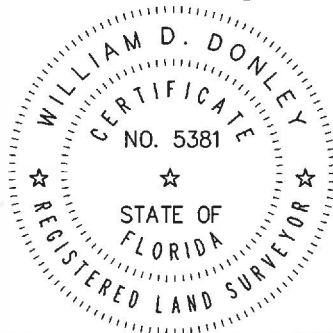
D.U.E DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY
T.P.E. TREE PRESERVATION EASEMENT
L LENGTH
R RADIUS
Δ CENTRAL ANGLE
CB CHORD BEARING
CH CHORD LENGTH
TB TANGENT BEARING



William
D Donley

Digitally signed by
William D Donley
Date: 2025.02.04
07:06:07 -05'00'

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.



SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF COMMONS WAY, PER PLAT BOOK 66, PAGE 131, BEING N89°39'35"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
LOT 12 & TRACT A
T.P.E. RELEASE

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 02/03/25
REV DATE:

PROJ: 112.002
DRAWN BY: WDD
CHECKED BY: WDD

This Document Prepared By:
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel Number **6304-10-00-00A0**

TREE CONSERVATION AND ACCESS EASEMENT
(Tree Protection only - not subject to Sec. 253.87, Florida Statutes)

THIS TREE CONSERVATION EASEMENT (this "Easement") is made this 12th day of February, 2025, by **CAMPBELL CROSSING OWNERS ASSOCIATION INC.**, a Florida Not-for-Profit corporation, whose address is 444 Seabreeze Blvd., Suite 805, Daytona Beach FL 32118, ("Grantor"); in favor of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida, whose mailing address is: 1000 City Center Circle, Port Orange, Florida 32129 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property")

WHEREAS, among the purposes of this Easement is to preserve the health and natural beauty of various trees located on the real property; and

WHEREAS, this Tree Conservation and Access Easement ("Easement") is intended to comply with the applicable requirements of the Port Orange Land Development Code.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation and access easement in perpetuity over the real property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Easement Premises") and covering certain trees located on the Easement Premises of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this Tree Conservation and Access Easement is to assure that certain trees located on the Easement Premises will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Easement Premises that will impair or interfere with the health and preservation of certain trees located on the Easement Premises consistent with the Port Orange Land Development Code.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Tree Conservation and Access Easement:

(a) To preserve and protect the health of certain trees located on the Easement Premises;

(b) To prevent any activity on or use of the Easement Premises that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees within the Easement that may be damaged by any inconsistent activity or use;

(c) To enter upon and inspect the Easement Premises, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Easement Premises inconsistent with the purpose of this Easement is prohibited.

4. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Easement Premises, including the right to engage in or permit or invite others to engage in all uses of the Easement Premises that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change to the trees in the Easement Premises resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the trees in the Easement Premises resulting from such causes.

7. Recordation. Grantee, at Grantor's expense, shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. No Limitation. This Easement shall not be construed as a limitation on Grantee's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Easement Premises.

10. No Public Right of Access. No right of access by the general public to any portion of the Easement Premises is conveyed by this Easement document. The Easement Premises are not "Conservation Lands" as defined in Section 253.034(2)(c), Florida Statutes (2024) and, therefore, not subject to the reporting requirements of Section 253.87, Florida Statutes.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first written below.

Signed in the presence of:

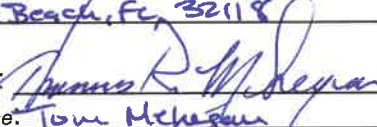
GRANTOR:

CAMPBELL CROSSING OWNERS ASSOCIATION INC., a Florida Not-for-Profit corporation

Witness: 

Printed Name: Ethan Bullock

Address: 444 Seabreeze Blvd Suite 805
Daytona Beach, FL 32118

Witness: 

Printed Name: Tom McHugh

Address: 444 Seabreeze Blvd Suite 805
Daytona Beach, FL 32118

By: 

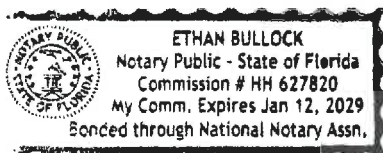
Printed Name: Anand Jobalia

Title: President

Date: February 12th, 2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing TREE CONSERVATION AND ACCESS EASEMENT instrument was sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of February, 2025, by Anand Jobalia, of **CAMPBELL CROSSING OWNERS ASSOCIATION INC.**, a Florida Not-for-Profit corporation, who hereby acknowledges that they have full power and authority to convey interests in the above-described real property, and who: ☒ are personally known to me, or ☐ have produced _____ as identification.




Notary Public, State of Florida at Large

Printed name of Notary, Commission, Seal and Expiration Date:

EXHIBIT “A”

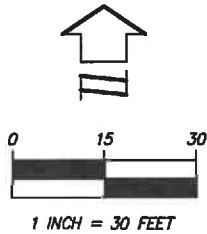
TRACT A, MADELINE COMMONS SUBDIVISION, according to map or plat thereof, of record in Map Book 66, Page 131, Public Records, Volusia County, Florida.

Parcel ID# 6304-10-00-00A0

EXHIBIT "B"

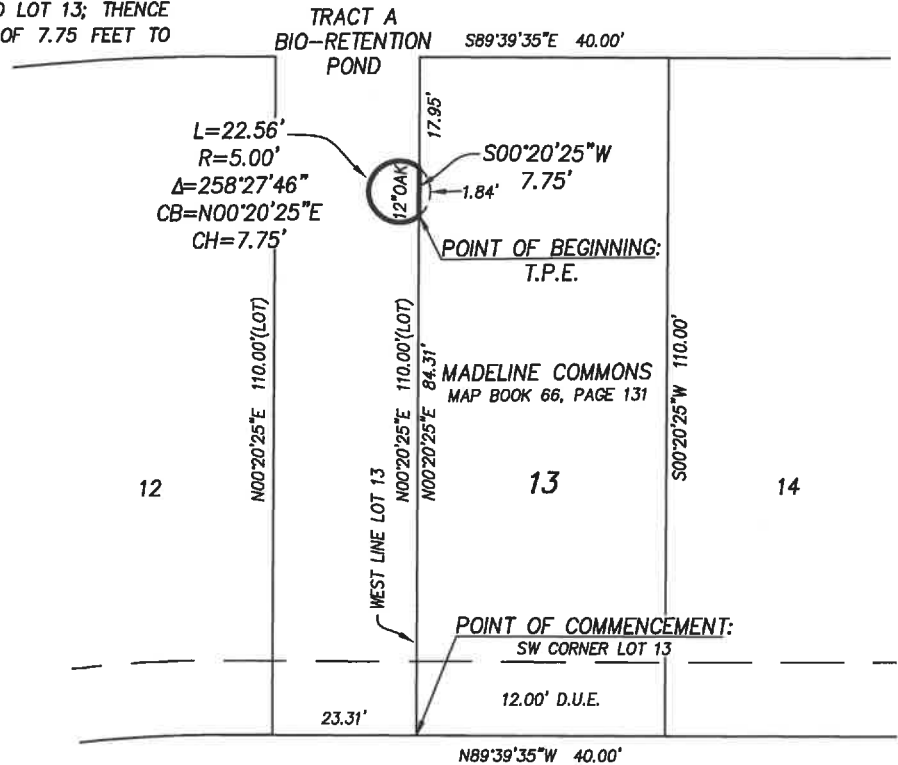
LEGAL DESCRIPTION:

A PORTION OF TRACT A, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13 OF SAID MADELINE COMMONS; THENCE N00°20'25"E, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 84.31 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 258°27'46", A CHORD BEARING OF N00°20'25"E AND A CHORD DISTANCE OF 7.75 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.56 FEET TO THE WEST LINE OF SAID LOT 13; THENCE S00°20'25"W, ALONG SAID WEST LINE, A DISTANCE OF 7.75 FEET TO THE POINT OF BEGINNING.



LEGEND:

D.U.E	DRAINAGE & UTILITY EASEMENT
N.V.A.	NON VEHICULAR ACCESS
(P)	PER RECORD PLAT
R/W	RIGHT OF WAY
T.P.E.	TREE PRESERVATION EASEMENT
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
TB	TANGENT BEARING



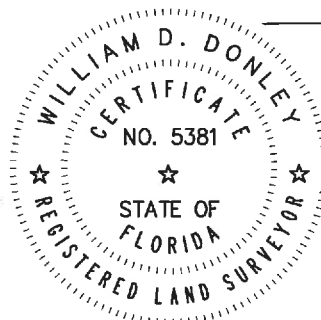
COMMONS WAY

(TRACT G-50.00' PUBLIC R/W)

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF COMMONS WAY, PER PLAT BOOK 66, PAGE 131, BEING N89°39'35"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.



SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

MADELINE COMMONS
TRACT A T.P.E.

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 1 OF 1

PREPARED FOR:

JOBALIA DEVELOPMENT
GROUP

DATE: 02/11/25
REV DATE:

PROJ: 112.002
DRAWN BY: WDD
CHECKED BY: WDD

This Document Prepared By:
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel Number 6304-10-00-0130

TREE CONSERVATION AND ACCESS EASEMENT
(Tree Protection only - not subject to Sec. 253.87, Florida Statutes)

THIS TREE CONSERVATION EASEMENT (this "Easement") is made this 12th day of February, 2025, by **D.R. HORTON, INC.**, a Delaware corporation, whose address is 10192 Dowden Road Orlando, FL 32832, ("Grantor"); in favor of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida, whose mailing address is: 1000 City Center Circle, Port Orange, Florida 32129 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property")

WHEREAS, among the purposes of this Easement is to preserve the health and natural beauty of various trees located on the real property; and

WHEREAS, this Tree Conservation and Access Easement ("Easement") is intended to comply with the applicable requirements of the Port Orange Land Development Code.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation and access easement in perpetuity over the real property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Easement Premises") and covering certain trees located on the Easement Premises of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this Tree Conservation and Access Easement is to assure that certain trees located on the Easement Premises will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Easement Premises that will impair or interfere with the health and preservation of certain trees located on the Easement Premises consistent with the Port Orange Land Development Code.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Tree Conservation and Access Easement:

(a) To preserve and protect the health of certain trees located on the Easement Premises;

(b) To prevent any activity on or use of the Easement Premises that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees within the Easement that may be damaged by any inconsistent activity or use;

(c) To enter upon and inspect the Easement Premises, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Easement Premises inconsistent with the purpose of this Easement is prohibited.

4. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Easement Premises, including the right to engage in or permit or invite others to engage in all uses of the Easement Premises that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change to the trees in the Easement Premises resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the trees in the Easement Premises resulting from such causes.

7. Recordation. Grantee, at Grantor's expense, shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. No Limitation. This Easement shall not be construed as a limitation on Grantee's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Easement Premises.

10. No Public Right of Access. No right of access by the general public to any portion of the Easement Premises is conveyed by this Easement document. The Easement Premises are not "Conservation Lands" as defined in Section 253.034(2)(c), Florida Statutes (2024) and, therefore, not subject to the reporting requirements of Section 253.87, Florida Statutes.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first written below.

Signed in the presence of:

Witness: [Signature]
Printed Name: Gregory Hines
Address: 10192 Dowden Rd.
Orlando FL 32832

Witness: [Signature]
Printed Name: Alexander Legunzhin
Address: 10192 Dowden Rd
Orlando, FL 32832

GRANTOR:

D. R. HORTON, INC., a Delaware corporation

By: [Signature]
Printed Name: Matthew Stolz
Title: Asst. Sec.

Date: February 12, 2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing TREE CONSERVATION AND ACCESS EASEMENT instrument was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this 12th day of February, 2025, by Matthew Stolz, Asst. Sec. of **D.R. HORTON, INC., a Delaware corporation**, who hereby acknowledges that they have full power and authority to convey interests in the above-described real property, and who: ☒ are personally known to me, or ☐ have produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Printed name of Notary, Commission, Seal and Expiration Date:

EXHIBIT “A”

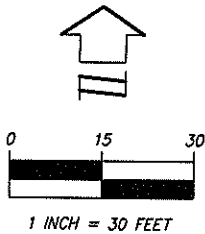
LOT 13, MADELINE COMMONS SUBDIVISION, according to map or plat thereof,
of record in Map Book 66, Page 131, Public Records, Volusia County, Florida.

Parcel ID# 6304-10-00-0130

EXHIBIT "B"

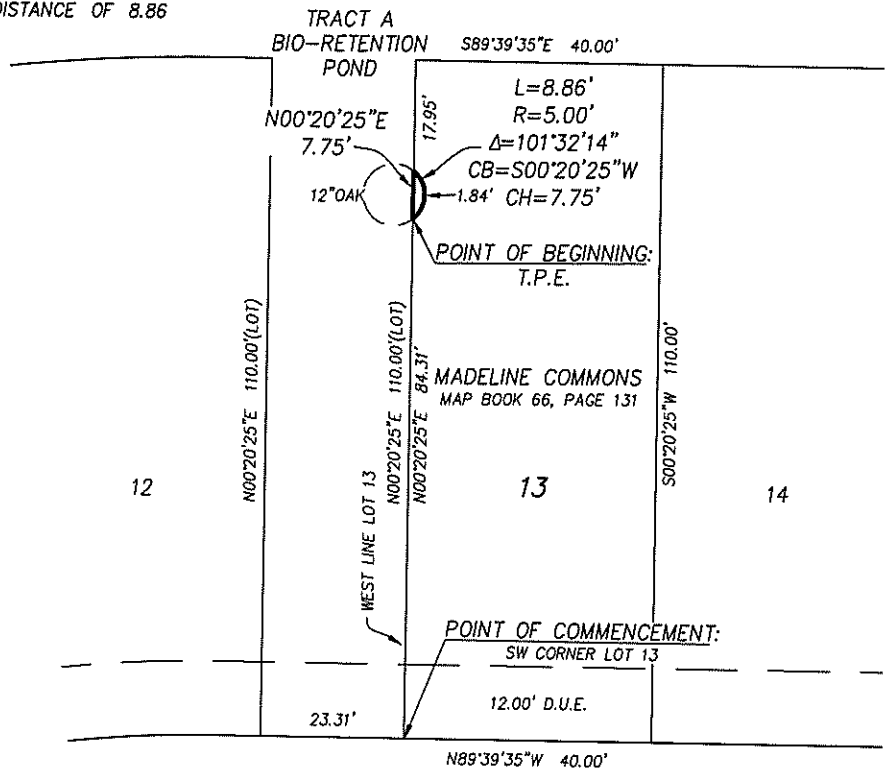
LEGAL DESCRIPTION:

A PORTION OF LOT 13, MADELINE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 66, PAGE 131 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE N00°20'25"E, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 84.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°20'25"E, A DISTANCE OF 7.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 101°32'14", A CHORD BEARING OF S00°20'25"W AND A CHORD DISTANCE OF 7.75 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.86 FEET TO THE POINT OF BEGINNING.



LEGEND:

D.U.E. DRAINAGE & UTILITY EASEMENT
N.V.A. NON VEHICULAR ACCESS
(P) PER RECORD PLAT
R/W RIGHT OF WAY
T.P.E. TREE PRESERVATION EASEMENT
L LENGTH
R RADIUS
Δ CENTRAL ANGLE
CB CHORD BEARING
CH CHORD LENGTH
TB TANGENT BEARING



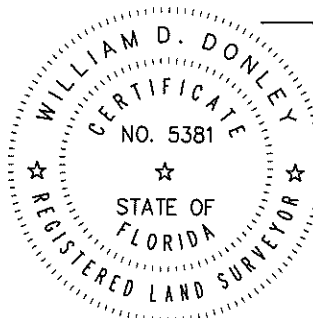
COMMONS WAY

(TRACT G-50.00' PUBLIC R/W)

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF COMMONS WAY, PER PLAT BOOK 66, PAGE 131, BEING N89°39'35"W.
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3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A LICENSED SURVEYOR AND MAPPER.



SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

**MADLINE COMMONS
LOT 13 T.P.E.**

SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA

DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 1 OF 1

PREPARED FOR:

**JOBALIA DEVELOPMENT
GROUP**

DATE: 02/11/25
REV DATE:

PROJ: 112.002
DRAWN BY: WDD
CHECKED BY: WDD



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (B10) Resolution No. 25-16 - Approve Grant Award from Daytona Beach Racing & Recreational Facilities District

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-16.

SUMMARY: On January 29, 2025, the City was awarded a grant of \$50,000 from the Daytona Beach Racing and Recreational Facilities District. The funds are to be used to replace the rubberized safety play surface at the All Children's Park playground. This project was budgeted for this year and by accepting this grant it will reduce our cost by \$50,000. The grant does not require a match. The only commitment is to display the Turkey Rod Run fliers in our Parks & Recreation Facilities.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 25-16 w exhibit	Resolution No. 25-16 w exhibit.pdf
2.	Rec and Racing Agreement for Mayor signature	Rec and Racing w Mayor signature and ob filled in.pdf

Susan Lovallo
Susan Lovallo
Linda Truitt
Matthew Jones
Wayne Clark

Created/Initiated - 2/11/2025
Approved - 2/11/2025
Approved - 2/11/2025
Approved - 2/17/2025
Final Approval - 2/21/2025

RESOLUTION NO. 25-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT AGREEMENT FROM THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT IN THE AMOUNT OF \$50,000.00 FOR THE REPLACEMENT OF RUBBERIZED SAFETY PLAY SURFACE AT ALL CHILDREN'S PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Daytona Beach Racing and Recreational Facilities District provides financial assistance for programs and projects that improve residents' quality of life; and

WHEREAS, the City Council of the City of Port Orange has a capital project for replacing the rubberized safety play surface at All Children's Park playground; and

WHEREAS, the Daytona Beach Racing and Recreational Facilities District approved a grant in the amount of \$50,000.00 towards the replacement of the rubberized safety play surface at All Children's Park playground project.

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

Section 1. The City Council of the City of Port Orange hereby approves the Grant Agreement for grant funds from Daytona Beach Racing and Recreational Facilities District for replacement of the rubberized safety play surface at All Children's

Park playground project in the amount of \$50,000.00, marked as **Exhibit "A"**, attached hereto and made a part hereof by reference.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents in furtherance of this resolution.

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

MAYOR SCOTT STILTNER

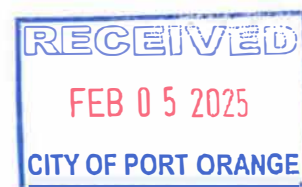
ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

EXHIBIT "A"



January 29, 2025

Theresa Brooks
City of Port Orange
1000 City Center Parkway
Port Orange, FL 32129

Re: Daytona Beach Racing and Recreational Facilities District Notice of Grant Award

Dear Ms. Brooks:

I am happy to report that, on January 28, 2025, the Daytona Beach Racing and Recreational Facilities District (the "District") approved the grant request of The City of Port Orange ("Recipient"), for the Playground Fall Zone Equipment in the amount of \$50,000 ("Awarded Project") pursuant to Recipient's grant request dated January 6, 2025.

Based on the amount of the Awarded Funds for The Playground Fall Zone Equipment, the District will pay the Awarded Funds in one lump sum. The check, in the amount of \$50,000, will be delivered to the address above, upon receipt of your original signature below (unless you would like to schedule a time to drop off your original signature and pick up the check).

All payments of Awarded Funds from the District are expressly subject to the District's ability to make payments from then-existing available funds without the use of reserve funds. If the District's available cash proceeds are not sufficient to pay all annual payments for previously awarded grants for all recipients (including awards of other recipients), the District will use reasonable efforts to pay a pro rata amount of each annual payment for each award based on the total due for all awards in that year, until the District has sufficient funds to pay all awards in full.

Please note that the Recipient is responsible for notifying the District, in writing, if the Recipient's address changes. The District has no duty to send any check to any address except for the address above or such other address change provided in writing to the District. The District's award and all current and future payment obligations, if any, will expire six (6) months from the Award Date unless the Recipient deposits the District's check by such deadline (or 18 months from the Award Date for the second annual payment if any or 30 months from the Award Date for the third annual payment if any). If a District check(s) is not deposited by the Recipient, for any reason, prior to such deadline unless the District provides for an extension of such deadline in writing, the District's award to the Recipient will lapse without further notice, and the Recipient will have no right to receipt of that payment or any future payments for the Awarded Project.

The Recipient is responsible for using the Awarded Funds in a manner which is consistent with the scope of the Awarded Project as outlined in the Recipient's grant request identified above and as approved by the District. Recipient agrees to notify the District in writing of any changes to the use of the Awarded Funds and the scope of the Awarded Project. The District may elect, in its sole and absolute discretion, to prohibit the Recipient from requesting future grants from the District, if the Recipient breaches its obligation to notify the District of any changes or its obligation to return any payments upon demand.

335 Bill France Boulevard, Daytona Beach, FL 32114
386-255-7355 phone, 386-255-5755 fax
www.daytonaracingdistrict.com

If there is a material change in the Awarded Project, as determined by the District commission in their sole and absolute discretion, the Recipient agrees to return any Awarded Funds already paid upon demand, which the District may require in its sole and absolute discretion and agrees that the District has no obligation to pay any remaining Awarded Funds, which the District may require in its sole and absolute discretion.

The District may, at any time, elect to delay any payment of Awarded Funds until receipt, satisfactory to the District, of the Recipient's material compliance with scope of the Awarded Project.

Also, along with the award, comes the responsibility of the recipient to:

1. Provide an update, or updates, along with photos, of reasonable milestones of the Awarded Project. The update(s) and photos can be sent via USPS to the address below or via email to info@daytonaracingdistrict.com. Prior to receiving a second or third annual payment of Awarded Funds, if applicable, the Recipient is required to provide the District with an update of the Awarded Project and a statement that the Recipient continues to comply with the scope of the Awarded Project without material change.
2. To enable us to continue to fund deserving projects like yours; support the efforts of the Turkey Run by participating in one of the following marketing strategies for each of the years the funds are being distributed:
 - a. Include our event in a newsletter, e-blast or send to your email list. Please email wecare@turkeyrun.com for a recent flyer.
 - b. Purchase at least ten Daytona Turkey Run tickets to be used for yourself, giveaways, or employee awards.
 - c. Share a flyer in your business to incoming patrons.
 - d. Another idea that works best for your organization.
 - e. Notify us, at wecare@turkeyrun.com, as to which strategy you have chosen.

To receive the check for your Awarded Funds, please sign below agreeing to the obligations and limitations above.

Again, congratulations on the District's funding of your Grant Request. We look forward to seeing the Awarded Project come to fruition. Please do not hesitate to email or call me with any questions.

Best regards,



Barbara Kelly
Executive Director

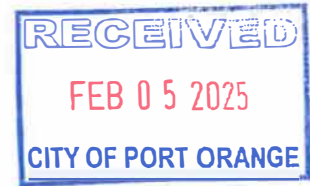
I, Scott Stiltner as Mayor, of the City of Port Orange, which is the recipient of a grant award from the Daytona Beach Racing and Recreational Facilities District, have read and understand the foregoing. I have the authority to bind the Recipient and by signing below hereby agree on behalf of the Recipient, to abide by the foregoing terms and conditions and agree to the limitations and restrictions provided herein.

The marketing strategy we will use to support the Turkey Run is display Turkey Run flyer for incoming patrons.

City of Port Orange

Scott Stiltner, Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk



January 29, 2025

Theresa Brooks
City of Port Orange
1000 City Center Parkway
Port Orange, FL 32129

Re: Daytona Beach Racing and Recreational Facilities District Notice of Grant Award

Dear Ms. Brooks:

I am happy to report that, on January 28, 2025, the Daytona Beach Racing and Recreational Facilities District (the "District") approved the grant request of The City of Port Orange ("Recipient"), for the Playground Fall Zone Equipment in the amount of \$50,000 ("Awarded Project") pursuant to Recipient's grant request dated January 6, 2025.

Based on the amount of the Awarded Funds for The Playground Fall Zone Equipment, the District will pay the Awarded Funds in one lump sum. The check, in the amount of \$50,000, will be delivered to the address above, upon receipt of your original signature below (unless you would like to schedule a time to drop off your original signature and pick up the check).

All payments of Awarded Funds from the District are expressly subject to the District's ability to make payments from then-existing available funds without the use of reserve funds. If the District's available cash proceeds are not sufficient to pay all annual payments for previously awarded grants for all recipients (including awards of other recipients), the District will use reasonable efforts to pay a pro rata amount of each annual payment for each award based on the total due for all awards in that year, until the District has sufficient funds to pay all awards in full.

Please note that the Recipient is responsible for notifying the District, in writing, if the Recipient's address changes. The District has no duty to send any check to any address except for the address above or such other address change provided in writing to the District. The District's award and all current and future payment obligations, if any, will expire six (6) months from the Award Date unless the Recipient deposits the District's check by such deadline (or 18 months from the Award Date for the second annual payment if any or 30 months from the Award Date for the third annual payment if any). If a District check(s) is not deposited by the Recipient, for any reason, prior to such deadline unless the District provides for an extension of such deadline in writing, the District's award to the Recipient will lapse without further notice, and the Recipient will have no right to receipt of that payment or any future payments for the Awarded Project.

The Recipient is responsible for using the Awarded Funds in a manner which is consistent with the scope of the Awarded Project as outlined in the Recipient's grant request identified above and as approved by the District. Recipient agrees to notify the District in writing of any changes to the use of the Awarded Funds and the scope of the Awarded Project. The District may elect, in its sole and absolute discretion, to prohibit the Recipient from requesting future grants from the District, if the Recipient breaches its obligation to notify the District of any changes or its obligation to return any payments upon demand.

335 Bill France Boulevard, Daytona Beach, FL 32114
386-255-7355 phone, 386-255-5755 fax
www.daytonaracingdistrict.com

If there is a material change in the Awarded Project, as determined by the District commission in their sole and absolute discretion, the Recipient agrees to return any Awarded Funds already paid upon demand, which the District may require in its sole and absolute discretion and agrees that the District has no obligation to pay any remaining Awarded Funds, which the District may require in its sole and absolute discretion.

The District may, at any time, elect to delay any payment of Awarded Funds until receipt, satisfactory to the District, of the Recipient's material compliance with scope of the Awarded Project.

Also, along with the award, comes the responsibility of the recipient to:

1. Provide an update, or updates, along with photos, of reasonable milestones of the Awarded Project. The update(s) and photos can be sent via USPS to the address below or via email to info@daytonaracingdistrict.com. Prior to receiving a second or third annual payment of Awarded Funds, if applicable, the Recipient is required to provide the District with an update of the Awarded Project and a statement that the Recipient continues to comply with the scope of the Awarded Project without material change.
2. To enable us to continue to fund deserving projects like yours; support the efforts of the Turkey Run by participating in one of the following marketing strategies for each of the years the funds are being distributed:
 - a. Include our event in a newsletter, e-blast or send to your email list. Please email wecare@turkeyrun.com for a recent flyer.
 - b. Purchase at least ten Daytona Turkey Run tickets to be used for yourself, giveaways, or employee awards.
 - c. Share a flyer in your business to incoming patrons.
 - d. Another idea that works best for your organization.
 - e. Notify us, at wecare@turkeyrun.com, as to which strategy you have chosen.

To receive the check for your Awarded Funds, please sign below agreeing to the obligations and limitations above.

Again, congratulations on the District's funding of your Grant Request. We look forward to seeing the Awarded Project come to fruition. Please do not hesitate to email or call me with any questions.

Best regards,



Barbara Kelly
Executive Director

I, Scott Stiltner as Mayor, of the City of Port Orange, which is the recipient of a grant award from the Daytona Beach Racing and Recreational Facilities District, have read and understand the foregoing. I have the authority to bind the Recipient and by signing below hereby agree on behalf of the Recipient, to abide by the foregoing terms and conditions and agree to the limitations and restrictions provided herein.

The marketing strategy we will use to support the Turkey Run is display Turkey Run flyer for incoming patrons.

City of Port Orange

Scott Stiltner, Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (E14) Port Orange Property Development, Inc. Joint Annual Meeting of the Members of the Corporation and of the Board of Directors

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Please see the attached agenda.

SUMMARY: The Port Orange Property Development, Inc. owns the property where Palmer Chiropractic is located and some surrounding parcels. The Palmer lease is with Port Orange Property Development, Inc. and Port Orange Property Development, Inc. has the right to review and approve all site and building plans for structures, buildings or leasehold improvements in the lease area.

Every year Port Orange Property Development, Inc. is required to update its corporate filing with the State. Port Orange Property Development, Inc. meets annually to appoint its officers for the filing to the State.

Chairman Scott Stiltner will conduct the joint meeting of the corporate members and board of directors for Port Orange Property Development, Inc. The notice and agenda for the joint meeting are attached.

PRESENTER: Scott Stiltner

ATTACHMENTS:

1.	Notice of Meeting re POPDev 2025	Notice of Meeting re POPDev 2025.pdf
2.	Port Orange Property Development Meeting Minutes 3-19-2024	POPDev and Design Review Board Meeting Minutes 3-19-2024.docx

Amanda Bonin
Matthew Jones
Linda Truitt
Wayne Clark

Created/Initiated - 2/10/2025
Approved - 2/13/2025
Approved - 2/16/2025
Final Approval - 2/21/2025



**NOTICE OF JOINT ANNUAL MEETING
OF MEMBERS AND DIRECTORS OF THE PORT
ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.**

TO: All Members and Directors

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 4, 2025, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members of the Corporation and Board of Directors:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. Approval of Minutes of March 19, 2024 for meeting of the Members, Directors and Design Review Board
4. Election of Officers of the Board of Directors:

Current Officers:

Scott Stiltner, Chairman

Jonathan Foley, Vice Chairman

Vacancy, President

Vacancy, Vice President

Tracy Grubbs, Secretary

Vacancy, Treasurer

Nominations for election of Officers:

- A. Chairman: _____
 - B. Vice-Chairman: _____
 - C. President: _____
 - D. Vice President: _____
 - E. Secretary: _____
 - F. Treasurer: Assistant Finance Director: Linda Truitt
5. Such other business as may be brought before the Members of the Corporation or of the Board of Directors.

DATED: February 21, 2025.

/s/ Tracy Grubbs _____

Tracy Grubbs, Secretary

Copy to: Scott Stiltner, Mayor
 Tracy Grubbs, Vice-Mayor, Councilmember
 Jonathan Foley, Councilmember
 Shawn Goepfert, Councilmember
 Lance Green, Councilmember
 Wayne Clark, City Manager
 Matthew J. Jones, City Attorney

ACCOMMODATIONS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING, YOU ARE ENTITLED, AT NO COST TO YOU, TO 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 DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. HELP FOR THE HEARING IMPAIRED IS AVAILABLE

THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

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.

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
JOINT ANNUAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 19, 2024

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Don Burnette, President, at 7:33 p.m.

<u>Roll Call:</u>	Present:	Don Burnette Scott Stiltner Reed Foley Drew Bastian
	Absent:	Tracy Grubbs
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

2. Acceptance of meeting notice

There were no objections to the meeting notice.

3. Approval of Minutes of March 21, 2023 for the meeting of the Members, Directors and Design Review Board

Motion to approve the minutes of the March 21, 2023 meeting of the Members, Directors and Design Review Board was made by Chairman Reed Foley and seconded by Member Drew Bastian. Motion carried unanimously by voice vote.

4. Such other business as may be brought before the Members of the corporation.

There was none.

Election of Officers of the corporation:

5. Election of officers

(A) Motion to nominate Member Scott Stiltner as Chairman was made by Chairman Reed Foley and seconded by Member Drew Bastian. Motion carried unanimously by voice vote.

- (B) Motion to nominate City Council District 1 Representative Reed Foley as Vice Chairman was made by Member Scott Stiltner and seconded by Member Drew Bastian. Motion carried unanimously by voice vote.
- (C) Motion to nominate Member Don Burnette as President was made by Member Scott Stiltner and seconded by Member Reed Foley. Motion carried unanimously by voice vote.
- (D) Motion to nominate City Council District 3 Representative Drew Bastian as Vice President was made by Member Reed Foley and seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
- (E) Motion to nominate City Council District 2 Representative Tracy Grubbs as Secretary was made by Member Reed Foley and seconded by Member Drew Bastian. Motion carried unanimously by voice vote.
- (F) Motion to elect Jonathan C. McKinney, Finance Director as Treasurer was made by Member Scott Stiltner and seconded by Member Reed Foley. Motion carried unanimously by voice vote.

6. Such other business as may be brought before the Board of Directors.

There was none.

Meeting of the Design Review Board:

7. Election of officers

- (A) Motion to nominate City Council District 2 Representative Tracy Grubbs as Chairman was made by Member Scott Stiltner and seconded by Member Drew Bastian. Motion carried unanimously by voice vote.
- (B) Motion to nominate Member Scott Stiltner as Vice Chairman was made by Member Reed Foley and seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.

8. Such other business as may be brought before the Design Review Board.

There was none.

There being no further business, the meeting was adjourned at 7:37 p.m.

Chairman Scott Stiltner
Port Orange Property Development, Inc

Chairman Tracy Grubbs
Design Review Board for POPD, Inc.

February 18, 2025

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for January 2025 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JANUARY 2025							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 111,285	\$ 129,254	\$ (17,969)		\$ 349,756	\$ 416,404	\$ (66,648)
Cart Fees	\$ 65,408	\$ 65,655	\$ (247)		\$ 223,276	\$ 222,236	\$ 1,040
Range	\$ 6,496	\$ 5,819	\$ 677		\$ 20,085	\$ 19,194	\$ 891
Golf Shop Revenues	\$ 23,424	\$ 33,250	\$ (9,826)		\$ 96,370	\$ 98,440	\$ (2,070)
City Surcharge R/R	\$ 3,373	\$ 3,251	\$ 122		\$ 11,800	\$ 11,653	\$ 147
Total Revenue	\$ 209,986	\$ 237,229	\$ (27,243)		\$ 701,287	\$ 767,927	\$ (66,640)
Cost of Sales	\$ 11,343	\$ 20,400	\$ (9,057)		\$ 60,517	\$ 61,400	\$ (883)
Merchandise	\$ 11,343	\$ 20,400	\$ (9,057)		\$ 60,517	\$ 61,400	\$ (883)
Gross Margin	\$ 198,643	\$ 216,829	\$ (18,186)		\$ 640,770	\$ 706,527	\$ (65,757)
Total Payroll	\$ 107,782	\$ 107,643	\$ 139		\$ 303,945	\$ 317,813	\$ (13,868)
Total Operating Expenses	\$ 54,859	\$ 66,388	\$ (11,529)		\$ 216,595	\$ 285,596	\$ (69,001)
EBITDA	\$ 36,002	\$ 42,798	\$ (6,796)		\$ 120,230	\$ 103,118	\$ 17,112
Other Expenses	\$ 6,886	\$ 6,886	\$ -		\$ 27,446	\$ 27,447	\$ (1)
Management Fee	\$ 6,790	\$ 6,790	\$ -		\$ 27,159	\$ 27,160	\$ (1)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 287	\$ 287	\$ -
Net Cash From Ops	\$ 29,116	\$ 35,912	\$ (6,796)		\$ 92,784	\$ 75,671	\$ 17,113
Rounds							
Total Rounds	4,093	4,565	(472)		14,212	15,267	(1,055)
Paid Rounds	3,355	3,955	(600)		11,773	12,906	(1,133)
Avg. GF/CF Total rounds	\$43.17	\$42.70	\$ 0.47		\$40.32	\$41.83	\$ (1.51)
Avg. GF/CF Paid rounds	\$52.67	\$49.28	\$ 3.38		\$48.67	\$49.48	\$ (0.81)
Avg. Merchandise/round	\$5.72	\$7.28	\$ (1.56)		\$6.78	\$6.45	\$ 0.33

Overview:

January ushered in some arctic weather that Central Florida hasn't seen in decades. With 2.1" of recorded rainfall and the average minimum temperature of 43°, there were 10 days affected, with 2 days where nobody played. The average high temperatures at 63.39°, actually 6° cooler than last January. Total revenues came in at \$210K, under budget by 11% or \$27.2K. Through cost savings we managed a shortfall of EBIDTA to budget of only \$6.8K. We played 4,093 total rounds to a budget of 4,565, under budget by 472 rounds.

- Total Payroll for the month was \$107.8K, on budget.
- Total Operating Expenses were \$54.9K, under by \$11.5K.
- Rounds were under budget by 472 rounds (-10%) and shy of prior year by 62 rounds.
- EBITDA and Net Income projections realized a shortfall of \$6.8K.

Weather:

Summary

Temperature (°F)	Max	Average	Min	▲
Max Temperature	82	63.39	47	
Avg Temperature	69	53.5	42.17	
Min Temperature	60	43.23	0	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	69	44.1	0	
Precipitation (in)	Max	Average	Min	Sum ▲
Precipitation	1.12	0.07	0.00	2.10
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲
Wind	36	7.6	0	
Gust Wind	56	3.23	0	

CAPEX Projects:

- The cart path project is complete with the exception some minor cleanup on hole 5. Our members and guests are elated with the improvements.
- Our planned bunker renovation is going back out to bid and we hope to secure a contractor for the Fall of 2025.
- We are currently working with the City to order our 3rd utility cart for Darren and a new range picker cart and assembly.

Tee Sheet Activity:

- There were 4,093 total rounds for the month which included 3,355 paid rounds, 496 Annual Pass rounds and 242 other rounds. These numbers fell short of budget by 10%.
- The daily temperatures were much cooler in January and with periodic rainfall, our tee sheet was affected by arctic conditions on several days. Non-resident play continues to increase and passholder play was up.
- Dynamic pricing remained on in January, with only non-resident play being affected by this pricing strategy.
- Starters and Players Assistants earned an 9.9 Staff Experience rating in January.

January 2025 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,355	3,955	3,565	11,773	12,906	12,468
ANNUAL	496	360	340	1,523	1,369	1,378
OTHER	242	250	250	916	992	992
TOTAL ROUNDS	4,093	4,565	4,155	14,212	15,267	14,838

Course & Grounds

- The golf course saw its first frost since early 2023, and the arctic blast put some stress on the greens. While our greens are still better than our competitors, Darren

will be nursing them back to our expectations of excellence in the coming weeks and months.

- We are concerned with fungus and disease as the very cool and wet weather patterns continue their path through our region. Darren has been getting ahead of it with his fungicide applications.
- Our 2025 dates are set for our greens aerations and we look forward to utilizing our Ninja tines, hopefully requiring less downtime and a lower topdress sand spend.
- The Golf Course Conditions Satisfaction rating for January came in at 9.5, (same as prior month) as the course is in excellent playing condition.

Golf Operations

- With the weather affecting our volume, we generated \$23.4K in Golf Shop sales (\$9.8K under budget). Our COGS (52%) were 16% below budget. The daily/monthly raffles keep the community engaged and functions as a constant pipeline for merchandise turnover.
- Cart revenue (\$65.4K) was on budget.
- Golf instruction (\$211) was low as the weather was not ideal for most. The Saturday clinics continue to produce solid participation, with 6-10 students each Saturday.
- The MGA and the WGA have continued their league but weren't rewarded with the best days to play in January. The MGA averaged 40 players in January, the WGA 18-holers, about 13, and the WGA 9-holers averaged 14 players. NOTE: Extremely cold weather led to this significant drop-off.
- January was a slow month for tournament activity. We hosted one small mini-tour event, and several smaller outings and leagues. With 224 total tournament/outing players, we generated \$16.5 in revenue and rave reviews from the participants.

Marketing and Sales:

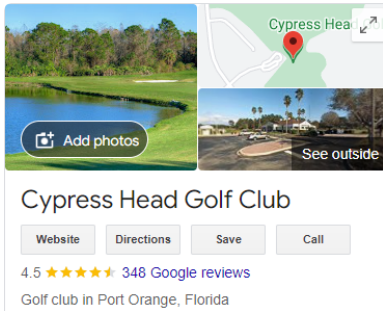
- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- We launched a post card mailer campaign to 3K households and will be monitoring its success in the coming months.

- Leslie has a full pipeline of tournaments and the challenge becomes maintaining a balance for the pass holders and residents of Port Orange, given that 95% of tournaments want to book Saturdays.
- In January we attended the 2025 PGA Merchandise Show to see the industry's new technology and other offerings.
- Leslie and Jeff will continue to solidify our connections with our industry colleagues in Port Orange and the surrounding areas.
- We continue to target the Orlando market and have joined their Chamber to attract more visitors to Port Orange.
- We have a full schedule of emails with approximately 25,233 unique e-mail addresses (-594 from prior month). Our Facebook followers are at 1,660(up 6) and Instagram is up to 563 (up 15) followers.
- Nightly surveys continued to be strong in January, highlighted by 74 surveys being submitted and an NPS of 89.2. (Please see table).

	Last Month (Jan)					Total
	Week of 12/29	Week of 01/05	Week of 01/12	Week of 01/19	Week of 01/26	
# of responses	15	16	16	11	28	86
Net Promoter Score						
Property NPS	93.3	93.8	93.8	81.8	82.1	88.4
Main Score	93.3	93.8	93.8	81.8	82.1	88.4
Key Metrics						
Likelihood to Return	86.7	93.8	100.0	81.8	89.3	90.7
Overall Experience Satisfaction	9.7	9.7	9.6	9.5	9.7	9.7
Service Satisfaction	9.9	9.7	10.0	9.4	9.9	9.8
Value Perception	8.7	9.2	9.7	8.9	9.0	9.1

Google

GolfAdvisor



Golf Club at Cypress Head

6231 Palm Vista Street, Port Orange, FL, 32128
 4.6 stars out of 5
 ★★★★★ 897 Reviews | 97.8%
 Holes 18 Par 72 Length 6814 yards

SUMMARY:

Our beautiful golf weather came to a screeching halt when January rolled in. While the golf course is playing beautifully, the weather patterns have been inconsistent at best. Even given cooler temps and many cart paths only days, our Team managed a 89.2 NPS score for January. Darren and his team continue to implement sound agronomical practices and work hard every day to keep the course looking and playing incredibly well. We hope to wrap up the cart path project by the close of January and will focus on our bunker renovation process.

Jeff and Leslie remained busy networking the local hospitality industry at the Daytona Aquarium in an effort to re-connect with our local business partners. Our main point of focus will continue to be with the POSD Chamber, the Daytona Convention & Visitors Bureau and the Lodging & Hospitality Association Partners. We have met with the Daytona Tortugas and will re-visit this potential relationship in the coming weeks. Leslie continues to explore potential partnerships with many area events, including the NASCAR races and Jeep Beach. We will continue to market the Orlando market segment as we have seen some great traction from our efforts thus far. We also just launched a post card to neighboring communities, as we have been experiencing a higher volume of membership requests from current members of other clubs in our area. We are very optimistic as a Team for the many programs and events coming in 2025.

Respectfully Submitted,

Jeff Dayton, PGA

Matt Lindley

General Manager
Cypress Head Golf Club

Vice President Operations
KemperSports Management



The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending Friday, January 31, 2025

	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	157,914	563,161	1,856,064	30.%	176,693	573,032	1,963,221	29.%
Merchandise	29,579	94,967	340,345	28.%	21,908	88,968	312,000	29.%
Other Pro Shop	3,218	8,153	33,412	24.%	1,516	7,401	44,319	17.%
Range	4,719	17,795	76,236	23.%	6,496	20,085	80,609	25.%
Other Operating Revenues	3,249	11,649	37,803	31.%	3,373	11,800	38,951	30.%
TOTAL REVENUE	198,680	695,725	2,343,861	30.%	209,986	701,288	2,439,100	29.%
COST OF SALES								
Merchandise	14,843	66,740	239,469	28.%	11,343	60,517	213,650	28.%
TOTAL COGS	14,843	66,740	239,469	28.%	11,343	60,517	213,650	28.%
COGS - Merchandise %	50.%	70.%	70.%	100.%	52.%	68.%	68.%	100.%
PAYROLL								
Course and Grounds	41,734	161,676	503,726	32.%	49,943	193,986	561,966	35.%
Carts, Range, Starters, Etc.	16,255	58,247	185,868	31.%	17,090	58,559	221,847	26.%
Pro Shop	13,618	50,608	165,760	31.%	13,156	51,859	177,463	29.%
General and Administrative	17,825	74,446	222,831	33.%	18,795	74,277	216,683	34.%
Marketing	7,104	29,927	99,247	30.%	8,798	33,045	97,743	34.%
TOTAL PAYROLL	96,536	374,903	1,177,432	32.%	107,782	411,727	1,275,702	32.%
OPERATING EXPENSES								
Course and Grounds	24,656	107,403	341,945	31.%	17,324	71,235	374,055	19.%
Carts, Range, Starters, Etc.	8,228	34,651	107,026	32.%	1,135	8,052	105,917	8.%
Pro Shop	2,031	10,139	20,918	48.%	1,651	2,834	16,490	17.%
General and Administrative	29,882	122,764	363,322	34.%	33,898	130,329	336,073	39.%
Marketing	710	6,865	20,436	34.%	851	4,144	26,000	16.%
TOTAL OPERATING EXPENSES	65,508	281,822	853,647	33.%	54,859	216,595	858,535	25.%
TOTAL EXPENSES	176,887	723,465	2,270,548	32.%	173,984	688,838	2,347,887	29.%

The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending Friday, January 31, 2025

	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	(6,592)	(26,368)	(79,104)	33.%	(6,790)	(27,159)	(81,480)	33.%
Depreciation & Amortization	(96)	(382)	(1,146)	33.%	(96)	(382)	(1,146)	33.%
TOTAL OTHER INCOME (EXPENSE)	(6,688)	(26,750)	(80,250)	33.%	(6,885)	(27,541)	(82,626)	33.%
NET INCOME	15,106	(54,491)	(6,938)	785.%	29,116	(15,092)	8,587	(176.%)
Paid Rounds	3,565	12,468			3,355	11,773	41,475	28.%
Annual Pass Rounds	340	1,378			496	1,523	4,907	31.%
Other Rounds	250	992			242	916	2,739	33.%
Total Rounds	4,155	14,838			4,093	14,212	49,121	29.%
Revenue/Paid Rounds	56	56			63	60	59	101.%
Revenue/Total Rounds	48	47			51	49	50	99.%

The Golf Club at Cypress Head
Course Cash Flow Report
Friday, January 31, 2025

	<u>January</u>	<u>YTD</u>
EBITDA	\$36,001.64	\$12,449.28
Management Fee Expense	(6,789.76)	(27,159.04)
Depreciation & Amortization	(95.53)	(382.12)
Net Income	29,116.35	(15,091.88)
 Working Capital Changes		
Inventory	(13,630.09)	(11,495.61)
Receivables	5,605.42	1,270.97
Payables	14,759.72	46,436.18
Due to from the City		(17,095.68)
Prepays	13,613.64	(9,122.68)
Accrued Liabilities	(27,083.47)	(7,335.09)
Other Liabilities	(11,331.78)	(1,275.54)
Depreciation & Amortization	95.53	382.12
Operating Cash Flow	11,145.32	(13,327.21)
 Investing Cash Flows		
 Financing Cash Flow		
 Net Cash Flows	11,145.32	(13,327.21)
 Beginning Cash	312,436.33	336,908.86
Net Cash Flows	11,145.32	(13,327.21)
Ending Cash	323,581.65	323,581.65

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending Friday, January 31, 2025

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												
111,285	129,254	86.0%	99,526	112.0%	Green Fees	349,756	416,404	84.0%	352,471	99.0%	1,259,601	1,172,253
65,408	65,655	100.0%	58,388	112.0%	Cart Fee	223,276	222,236	100.0%	210,689	106.0%	703,621	693,683
21,908	30,000	73.0%	29,579	74.0%	Merchandise	88,968	90,000	99.0%	94,967	94.0%	312,000	334,347
450	810	56.0%	810	56.0%	Handicap Fee	540	1,070	50.0%	1,045	52.0%	7,700	6,340
211	1,500	14.0%	1,478	14.0%	Lessons	3,656	4,000	91.0%	3,745	98.0%	26,850	14,091
855	940	91.0%	930	92.0%	Rental Clubs	3,205	3,370	95.0%	3,364	95.0%	9,769	12,228
6,496	5,819	112.0%	4,719	138.0%	Range	20,085	19,194	105.0%	17,795	113.0%	80,609	78,527
3,373	3,251	104.0%	3,249	104.0%	City Surcharge R & R	11,800	11,653	101.0%	11,649	101.0%	38,951	37,954
209,986	237,229	89.0%	198,680	106.0%	Total Revenues	701,288	767,927	91.0%	695,725	101.0%	2,439,100	2,349,424
COST OF GOODS SOLD												
11,343	20,400	56.0%	14,843	76.0%	COGS - Merchandise	60,517	61,400	99.0%	66,740	91.0%	213,650	233,245
11,343	20,400	56.0%	14,843	76.0%	Total COGS	60,517	61,400	99.0%	66,740	91.0%	213,650	233,245
198,642	216,829	92.0%	183,837	108.0%	GROSS MARGIN	640,771	706,527	91.0%	628,985	102.0%	2,225,450	2,116,178
52.0%	68.0%	76.0%	50.0%	104.0%	COGS - Merchandise %	68.0%	68.0%	100.0%	70.0%	97.0%	68.0%	823.0%
PAYROLL												
38,299	36,614	105.0%	35,730	107.0%	Gross Payroll - Salaried	151,459	146,457	103.0%	145,165	104.0%	439,372	456,113
52,725	54,742	96.0%	46,428	114.0%	Gross Payroll - Hourly	197,948	216,399	91.0%	171,082	116.0%	646,520	574,861
91,024	91,356	100.0%	82,158	111.0%	S/T Wages	349,407	362,856	96.0%	316,247	110.0%	1,085,892	1,030,974
6,724	6,989	96.0%	6,090	110.0%	Payroll Tax - FICA	26,169	27,759	94.0%	24,682	106.0%	83,071	76,154
785	778	101.0%	312	252.0%	Payroll Tax - UC	981	791	124.0%	909	108.0%	2,873	2,759
2,037	989	206.0%	703	290.0%	Payroll Tax - WC	5,933	3,930	151.0%	5,758	103.0%	12,105	19,275
7,212	7,531	96.0%	7,273	99.0%	Benefits	29,236	30,121	97.0%	27,308	107.0%	91,762	85,092
16,757	16,288	103.0%	14,379	117.0%	S/T Adders	62,320	62,600	100.0%	58,657	106.0%	189,810	183,282
107,782	107,643	100.0%	96,536	112.0%	TOTAL PAYROLL	411,727	425,456	97.0%	374,903	110.0%	1,275,702	1,214,256
OPERATING EXPENSES												
58	250	23.0%	268	22.0%	Cart Supplies	210	300	70.0%	279	75.0%	450	419
1,371	800	171.0%	1,170	117.0%	Chemicals	3,579	3,200	112.0%	2,982	120.0%	9,600	8,096
33	0	0.0%	826	4.0%	Course Accessories	2,975	1,200	248.0%	1,335	223.0%	5,600	6,321
5,426	4,000	136.0%	4,804	113.0%	Fertilizer	23,069	18,100	127.0%	17,695	130.0%	60,100	49,572
0	0	0.0%	0	0.0%	Flowers/Decor	0	700	0.0%	60	0.0%	2,100	77
1,017	700	145.0%	658	154.0%	Fuel	6,331	6,100	104.0%	5,747	110.0%	21,100	19,286
759	0	0.0%	0	0.0%	Fungicides	4,342	4,600	94.0%	3,227	135.0%	6,600	7,683
2,784	700	398.0%	572	487.0%	Herbicides	(205)	7,400	(3.0%)	6,032	(3.0%)	35,900	29,385
0	0	0.0%	1,330	0.0%	Insecticides	(1,338)	0	0.0%	3,455	(39.0%)	12,800	3,843
0	600	0.0%	607	0.0%	Janitorial Supplies	1,812	1,250	145.0%	1,280	142.0%	3,600	5,334
0	0	0.0%	0	0.0%	Laundry/Uniforms	180	400	45.0%	42	434.0%	575	180
800	350	229.0%	373	215.0%	Office Supplies	2,538	1,900	134.0%	1,898	134.0%	4,450	6,704
1,300	400	325.0%	0	0.0%	Printing	1,348	1,900	71.0%	1,598	84.0%	3,100	2,258
0	0	0.0%	0	0.0%	Range Balls	3,625	0	0.0%	0	0.0%	6,500	10,500
0	200	0.0%	0	0.0%	Range Equipment	1,111	400	278.0%	0	0.0%	1,000	2,493
0	0	0.0%	0	0.0%	Range Expenses	98	1,000	10.0%	1,182	8.0%	2,175	734
0	1,500	0.0%	1,453	0.0%	Sand/Topdress	4,697	4,000	117.0%	3,894	121.0%	15,000	14,268
0	0	0.0%	0	0.0%	Seeds/Trees	2,995	5,000	60.0%	3,520	85.0%	7,900	4,895
0	0	0.0%	0	0.0%	Small Tools	348	600	58.0%	0	0.0%	1,800	714
0	0	0.0%	0	0.0%	Staff/Volunteer Uniforms	0	0	0.0%	0	0.0%	0	314
351	150	234.0%	132	266.0%	Supplies	1,001	1,110	90.0%	3,829	26.0%	3,240	2,862
0	1,000	0.0%	1,426	0.0%	Tournament Expense	372	2,100	18.0%	3,419	11.0%	3,050	2,068
142	150	95.0%	142	100.0%	Alarm System	865	600	144.0%	568	152.0%	1,900	2,465
402	0	0.0%	0	0.0%	Cart Repairs	402	50	804.0%	47	857.0%	750	699
2,462	1,150	214.0%	1,582	156.0%	Computer Service	8,255	4,600	179.0%	4,682	176.0%	13,800	25,859
1,000	1,100	91.0%	1,000	100.0%	Contract Cleaning	4,000	4,400	91.0%	4,075	98.0%	13,200	12,000
0	60	0.0%	62	0.0%	Guest Relations	0	1,660	0.0%	1,660	0.0%	2,360	4,532
0	0	0.0%	0	0.0%	Handicap Expense	162	400	40.0%	465	35.0%	6,850	6,812
768	540	142.0%	175	439.0%	Irrigation	4,208	2,160	195.0%	525	802.0%	6,480	9,961
0	600	0.0%	583	0.0%	Lesson Expense	0	600	0.0%	583	0.0%	1,200	0
0	0	0.0%	18	0.0%	Pest Control	0	0	0.0%	18	0.0%	0	0
78	0	0.0%	0	0.0%	Repair & Maint - Paths	838	2,000	42.0%	2,901	29.0%	4,000	1,677
2,177	2,350	93.0%	935	233.0%	Repair & Maint - Equipment	8,486	9,500	89.0%	6,996	121.0%	29,900	34,958
4,153	400	1038.0%	1,811	229.0%	Repair & Maint - Building	5,916	1,600	370.0%	6,736	88.0%	4,800	9,763

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending Friday, January 31, 2025

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	28,564	0.0%	28,564	0.0%	85,692	57,128
185	9,945	2.2%	9,945	2.2%	Equipment Lease	740	39,780	2.2%	39,780	2.2%	119,340	82,806
206	206	100.0%	206	100.0%	Off-Site Storage	618	824	75.5%	824	75.5%	2,472	2,266
918	950	97.0%	959	96.0%	Utilities - Electric	3,630	3,800	96.0%	3,794	96.0%	11,400	11,376
4,495	3,800	118.0%	3,459	130.0%	Utilities - Other	16,369	15,200	108.0%	15,403	106.0%	45,600	52,696
(75)	200	(38.0%)	199	(38.0%)	Utilities - Telephone/Fax	487	800	61.0%	795	61.0%	2,400	2,070
251	225	112.0%	320	78.0%	Utilities - Water	1,134	900	126.0%	981	116.0%	2,700	3,531
60	0	0.0%	0	0.0%	Adv/Promo - Organizations	1,205	1,000	121.0%	0	0.0%	2,000	2,345
257	85	302.0%	0	0.0%	Adv/Promo - Promotional	342	340	101.0%	0	0.0%	1,000	565
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	0	0.0%	0	0.0%	Adv/Promo - Direct Mail	0	1,000	0.0%	0	0.0%	3,000	0
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	250	0.0%	0	0.0%	500	0
534	500	107.0%	710	75.0%	Adv/Promo - Mktg/Bus Dev	1,097	2,000	55.0%	6,865	16.0%	6,000	8,697
0	1,200	0.0%	0	0.0%	Adv/Promo - Radio/TV	0	2,400	0.0%	0	0.0%	5,000	1,158
0	600	0.0%	0	0.0%	Adv/Promo - Website	1,500	2,600	58.0%	0	0.0%	8,000	4,250
441	300	147.0%	395	112.0%	Bank Charges	1,583	1,200	132.0%	1,173	135.0%	4,200	4,351
38	0	0.0%	(136)	(28.0%)	Cash Short/(Over)	(11)	0	0.0%	(640)	2.0%	0	(469)
240	330	73.0%	240	100.0%	Cell Phone	960	1,320	73.0%	960	100.0%	3,960	2,880
3,373	3,251	104.0%	3,249	104.0%	City Surcharge R & R	11,800	11,653	101.0%	11,649	101.0%	38,951	37,954
4,576	5,000	92.0%	4,153	110.0%	Credit Card Discounts	19,565	20,000	98.0%	18,914	103.0%	60,000	60,956
0	0	0.0%	0	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
175	120	146.0%	120	146.0%	Dues & Subscriptions	285	540	53.0%	540	53.0%	1,140	2,281
0	465	0.0%	465	0.0%	Education & Training	0	465	0.0%	1,067	0.0%	785	295
252	1,500	17.0%	1,555	16.0%	Employee Relations	5,308	5,850	91.0%	7,760	68.0%	6,550	7,353
33	50	66.0%	53	62.0%	Employee Testing	86	100	86.0%	89	96.0%	200	222
9,985	10,200	98.0%	9,213	108.0%	Insurance Expense	39,939	40,800	98.0%	36,854	108.0%	122,400	115,864
41	100	41.0%	(86)	(48.0%)	Member Relations	86	100	86.0%	321	27.0%	900	941
1,375	2,500	55.0%	2,500	55.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
0	0	0.0%	0	0.0%	O/S - Other	0	0	0.0%	0	0.0%	6,000	6,000
600	600	100.0%	605	99.0%	Payroll Processing Fee	2,041	1,950	105.0%	1,994	102.0%	5,650	6,197
194	100	194.0%	165	117.0%	Postage/Shipping	752	300	251.0%	626	120.0%	1,100	1,855
435	(30)	(1450.0%)	(30)	(1450.0%)	Tax/Licenses/Fees	580	(120)	(483.0%)	(120)	(483.0%)	(285)	530
1,190	50	2380.0%	180	661.0%	Travel - Other	2,311	150	1541.0%	404	573.0%	2,000	6,384
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
54,859	66,388	83.0%	65,508	84.0%	TOTAL OPERATING EXPENSES	216,595	285,596	76.0%	281,822	77.0%	858,535	788,420
36,002	42,798	84.0%	21,793	165.0%	EBITDA	12,449	(4,525)	(275.0%)	(27,741)	(45.0%)	91,213	113,502
6,790	6,790	100.0%	6,592	103.0%	Management Fee	27,159	27,160	100.0%	26,368	103.0%	81,480	79,895
6,790	6,790	100.0%	6,592	103.0%	Management Fees	27,159	27,160	100.0%	26,368	103.0%	81,480	79,895
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	92	92	100.0%	92	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	290	290	100.0%	290	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	382	382	100.0%	382	100.0%	1,146	1,146
29,116	35,912	81.0%	15,106	193.0%	NET INCOME	(15,092)	(32,068)	47.0%	(54,491)	28.0%	8,587	32,461

The Golf Club at Cypress Head
Course Grounds
For the Four Months Ending Friday, January 31, 2025

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												
111,285	129,254	86.0%	99,526	112.0%	Green Fees	349,756	416,404	84.0%	352,471	99.0%	1,259,601	1,172,253
3,373	3,251	104.0%	3,249	104.0%	City Surcharge R & R	11,800	11,653	101.0%	11,649	101.0%	38,951	37,954
114,658	132,505	87.0%	102,775	112.0%	Total Revenues	361,556	428,057	84.0%	364,120	99.0%	1,298,552	1,210,207
114,658	132,505	87.0%	102,775	112.0%	GROSS MARGIN	361,556	428,057	84.0%	364,120	99.0%	1,298,552	1,210,207
PAYROLL												
12,168	11,720	104.0%	11,628	105.0%	Gross Payroll - Salaried	47,775	46,879	102.0%	46,392	103.0%	140,637	139,998
30,517	28,772	106.0%	24,109	127.0%	Gross Payroll - Hourly	119,318	113,821	105.0%	91,667	130.0%	338,431	319,738
42,686	40,492	105.0%	35,738	119.0%	S/T Wages	167,092	160,699	104.0%	138,059	121.0%	479,068	459,736
3,181	3,098	103.0%	2,652	120.0%	Payroll Tax - FICA	12,403	12,294	101.0%	10,227	121.0%	36,649	34,044
373	345	108.0%	137	271.0%	Payroll Tax - UC	461	345	134.0%	309	149.0%	862	983
944	439	215.0%	313	302.0%	Payroll Tax - WC	2,788	1,740	160.0%	2,382	117.0%	5,340	8,177
2,759	3,286	84.0%	2,894	95.0%	Benefits	11,242	13,144	86.0%	10,698	105.0%	40,047	33,095
7,257	7,168	101.0%	5,996	121.0%	S/T Adders	26,893	27,523	98.0%	23,617	114.0%	82,898	76,299
49,943	47,660	105.0%	41,734	120.0%	TOTAL PAYROLL	193,986	188,222	103.0%	161,676	120.0%	561,966	536,036
OPERATING EXPENSES												
1,371	800	171.0%	1,170	117.0%	Chemicals	3,579	3,200	112.0%	2,982	120.0%	9,600	8,096
33	0	0.0%	826	4.0%	Course Accessories	2,975	1,200	248.0%	1,335	223.0%	5,600	6,321
5,426	4,000	136.0%	4,804	113.0%	Fertilizer	23,069	18,100	127.0%	17,695	130.0%	60,100	49,572
0	0	0.0%	0	0.0%	Flowers/Decor	0	700	0.0%	60	0.0%	2,100	77
1,017	700	145.0%	658	154.0%	Fuel	6,331	6,100	104.0%	5,747	110.0%	21,100	19,286
759	0	0.0%	0	0.0%	Fungicides	4,342	4,600	94.0%	3,227	135.0%	6,600	7,683
2,784	700	398.0%	572	487.0%	Herbicides	(205)	7,400	(3.0%)	6,032	(3.0%)	35,900	29,385
0	0	0.0%	1,330	0.0%	Insecticides	(1,338)	0	0.0%	3,455	(39.0%)	12,800	3,843
0	1,500	0.0%	1,453	0.0%	Sand/Topdress	4,697	4,000	117.0%	3,894	121.0%	15,000	14,268
0	0	0.0%	0	0.0%	Seeds/Trees	2,995	5,000	60.0%	3,520	85.0%	7,900	4,895
0	0	0.0%	0	0.0%	Small Tools	348	600	58.0%	0	0.0%	1,800	714
0	0	0.0%	0	0.0%	Staff/Volunteer Uniforms	0	0	0.0%	0	0.0%	0	314
768	540	142.0%	175	439.0%	Irrigation	4,208	2,160	195.0%	525	802.0%	6,480	9,961
78	0	0.0%	0	0.0%	Repair & Maint - Paths	838	2,000	42.0%	2,901	29.0%	4,000	1,677
1,152	2,300	50.0%	935	123.0%	Repair & Maint - Equipment	6,946	9,200	76.0%	5,458	127.0%	27,600	26,728
1,011	200	505.0%	341	296.0%	Repair & Maint - Building	1,729	800	216.0%	830	208.0%	2,400	2,278
185	9,945	2.0%	9,945	2.0%	Equipment Lease	740	39,780	2.0%	39,780	2.0%	119,340	82,806
242	300	81.0%	249	97.0%	Utilities - Electric	1,023	1,200	85.0%	1,103	93.0%	3,600	3,282
1,750	1,800	97.0%	1,360	129.0%	Utilities - Other	6,695	7,200	93.0%	6,790	99.0%	21,600	23,317
251	225	112.0%	320	78.0%	Utilities - Water	1,134	900	126.0%	981	116.0%	2,700	3,531
0	465	0.0%	465	0.0%	Education & Training	0	465	0.0%	465	0.0%	785	75
0	0	0.0%	0	0.0%	Employee Relations	577	550	105.0%	536	108.0%	850	791
33	50	66.0%	53	62.0%	Employee Testing	86	100	86.0%	89	96.0%	200	222
0	0	0.0%	0	0.0%	O/S - Other	0	0	0.0%	0	0.0%	6,000	6,000
465	0	0.0%	0	0.0%	Tax/Licenses/Fees	465	0	0.0%	0	0.0%	0	655
17,324	23,525	74.0%	24,656	70.0%	TOTAL OPERATING EXPENSES	71,235	115,255	62.0%	107,403	66.0%	374,055	305,777
47,392	61,320	77.0%	36,385	130.0%	EBITDA	96,335	124,580	77.0%	95,042	101.0%	362,531	368,394
47,392	61,320	77.0%	36,385	130.0%	NET INCOME	96,335	124,580	77.0%	95,042	101.0%	362,531	368,394

The Golf Club at Cypress Head
Carts
For the Four Months Ending Friday, January 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
65,408	65,655	100.0%	58,388	112.0%	REVENUES	223,276	222,236	100.0%	210,689	106.0%	703,621	693,683
65,408	65,655	100.0%	58,388	112.0%	Cart Fee	223,276	222,236	100.0%	210,689	106.0%	703,621	693,683
65,408	65,655	100.0%	58,388	112.0%	Total Revenues	223,276	222,236	100.0%	210,689	106.0%	703,621	693,683
65,408	65,655	100.0%	58,388	112.0%	GROSS MARGIN	223,276	222,236	100.0%	210,689	106.0%	703,621	693,683
15,403	17,041	90.0%	14,888	103.0%	PAYROLL	53,199	67,154	79.0%	52,881	101.0%	202,577	168,310
15,403	17,041	90.0%	14,888	103.0%	Gross Payroll - Hourly	53,199	67,154	79.0%	52,881	101.0%	202,577	168,310
1,178	1,304	90.0%	1,175	100.0%	S/T Wages	4,149	5,137	81.0%	4,166	100.0%	15,497	13,195
145	150	96.0%	60	239.0%	Payroll Tax - FICA	242	150	161.0%	292	83.0%	1,191	1,182
327	185	177.0%	125	261.0%	Payroll Tax - UC	864	727	119.0%	885	98.0%	2,259	3,164
37	27	134.0%	7	507.0%	Payroll Tax - WC	105	109	96.0%	24	444.0%	322	329
1,687	1,666	101.0%	1,367	123.0%	Benefits	5,360	6,123	88.0%	5,366	100.0%	19,269	17,870
17,090	18,707	91.0%	16,255	105.0%	S/T Adders	58,559	73,277	80.0%	58,247	101.0%	221,847	186,180
58	250	23.0%	268	22.0%	TOTAL PAYROLL	210	300	70.0%	279	75.0%	450	419
0	100	0.0%	110	0.0%	OPERATING EXPENSES	0	350	0.0%	357	0.0%	950	338
402	0	0.0%	0	0.0%	Cart Supplies	402	50	804.0%	47	857.0%	750	699
0	7,141	0.0%	7,141	0.0%	Supplies	0	28,564	0.0%	28,564	0.0%	85,692	57,128
676	650	104.0%	709	95.0%	Cart Repairs	2,607	2,600	100.0%	2,691	97.0%	7,800	8,094
1,135	8,141	14.0%	8,228	14.0%	Cart Lease	3,219	31,864	10.0%	31,937	10.0%	95,642	66,679
47,182	38,807	122.0%	33,905	139.0%	Utilities - Electric	161,498	117,095	138.0%	120,505	134.0%	386,132	440,824
47,182	38,807	122.0%	33,905	139.0%	TOTAL OPERATING EXPENSES	161,498	117,095	138.0%	120,505	134.0%	386,132	440,824
47,182	38,807	122.0%	33,905	139.0%	EBITDA	161,498	117,095	138.0%	120,505	134.0%	386,132	440,824
47,182	38,807	122.0%	33,905	139.0%	NET INCOME	161,498	117,095	138.0%	120,505	134.0%	386,132	440,824

The Golf Club at Cypress Head
Range
For the Four Months Ending Friday, January 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
6,496	5,819	112.%	4,719	138.%	REVENUES	20,085	19,194	105.%	17,795	113.%	80,609	78,527
6,496	5,819	112.%	4,719	138.%	Range	20,085	19,194	105.%	17,795	113.%	80,609	78,527
6,496	5,819	112.%	4,719	138.%	Total Revenues	20,085	19,194	105.%	17,795	113.%	80,609	78,527
6,496	5,819	112.%	4,719	138.%	GROSS MARGIN	20,085	19,194	105.%	17,795	113.%	80,609	78,527
					OPERATING EXPENSES							
0	0	0.%	0	0.%	Range Balls	3,625	0	0.%	0	0.%	6,500	10,500
0	200	0.%	0	0.%	Range Equipment	1,111	400	278.%	0	0.%	1,000	2,493
0	0	0.%	0	0.%	Range Expenses	98	1,000	10.%	1,182	8.%	2,175	734
0	50	0.%	0	0.%	Repair & Maint - Equipment	0	200	0.%	1,532	0.%	600	21
0	250	0.%	0	0.%	TOTAL OPERATING EXPENSES	4,834	1,600	302.%	2,714	178.%	10,275	13,748
6,496	5,569	117.%	4,719	138.%	EBITDA	15,252	17,594	87.%	15,080	101.%	70,334	64,779
6,496	5,569	117.%	4,719	138.%	NET INCOME	15,252	17,594	87.%	15,080	101.%	70,334	64,779

The Golf Club at Cypress Head
Golf Shop
For the Four Months Ending Friday, January 31, 2025

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												
21,908	30,000	73.%	29,579	74.%	Merchandise	88,968	90,000	99.%	94,967	94.%	312,000	334,347
450	810	56.%	810	56.%	Handicap Fee	540	1,070	50.%	1,045	52.%	7,700	6,340
211	1,500	14.%	1,478	14.%	Lessons	3,656	4,000	91.%	3,745	98.%	26,850	14,091
855	940	91.%	930	92.%	Rental Clubs	3,205	3,370	95.%	3,364	95.%	9,769	12,228
23,424	33,250	70.%	32,797	71.%	Total Revenues	96,370	98,440	98.%	103,121	93.%	356,319	367,006
COST OF GOODS SOLD												
11,343	20,400	56.%	14,843	76.%	COGS - Merchandise	60,517	61,400	99.%	66,740	91.%	213,650	233,245
11,343	20,400	56.%	14,843	76.%	Total COGS	60,517	61,400	99.%	66,740	91.%	213,650	233,245
12,081	12,850	94.%	17,954	67.%	GROSS MARGIN	35,853	37,040	97.%	36,381	99.%	142,669	133,761
52.%	68.%	76.%	50.%	104.%	COGS - Merchandise %	68.%	68.%	100.%	70.%	97.%	68.%	823.%
PAYROLL												
3,931	3,713	106.%	3,980	99.%	Gross Payroll - Salaried	17,534	14,853	118.%	16,314	107.%	44,558	52,018
6,729	8,755	77.%	7,344	92.%	Gross Payroll - Hourly	24,924	34,739	72.%	25,812	97.%	103,479	85,547
10,659	12,468	85.%	11,324	94.%	S/T Wages	42,458	49,591	86.%	42,125	101.%	148,036	137,565
777	954	81.%	830	94.%	Payroll Tax - FICA	3,115	3,794	82.%	3,060	102.%	11,325	10,333
105	110	96.%	40	262.%	Payroll Tax - UC	113	118	96.%	107	106.%	554	515
252	135	187.%	92	274.%	Payroll Tax - WC	716	537	133.%	717	100.%	1,650	3,111
1,362	1,305	104.%	1,331	102.%	Benefits	5,457	5,219	105.%	4,598	119.%	15,898	15,487
2,496	2,504	100.%	2,293	109.%	S/T Adders	9,401	9,668	97.%	8,482	111.%	29,427	29,446
13,156	14,972	88.%	13,618	97.%	TOTAL PAYROLL	51,859	59,259	88.%	50,608	102.%	177,463	167,011
OPERATING EXPENSES												
1,300	400	325.%	0	0.%	Printing	1,300	1,900	68.%	1,598	81.%	3,100	2,210
351	50	702.%	22	1595.%	Supplies	1,001	760	132.%	3,472	29.%	2,290	2,524
0	1,000	0.%	1,426	0.%	Tournament Expense	372	2,100	18.%	3,419	11.%	3,050	2,068
0	0	0.%	0	0.%	Handicap Expense	162	400	40.%	465	35.%	6,850	6,812
0	600	0.%	583	0.%	Lesson Expense	0	600	0.%	583	0.%	1,200	0
0	0	0.%	0	0.%	Education & Training	0	0	0.%	602	0.%	0	0
1,651	2,050	81.%	2,031	81.%	TOTAL OPERATING EXPENSES	2,834	5,760	49.%	10,139	28.%	16,490	13,613
(2,726)	(4,172)	65.%	2,306	(118.%)	EBITDA	(18,840)	(27,979)	67.%	(24,366)	77.%	(51,284)	(46,864)
(2,726)	(4,172)	65.%	2,306	(118.%)	NET INCOME	(18,840)	(27,979)	67.%	(24,366)	77.%	(51,284)	(46,864)

The Golf Club at Cypress Head
G A
For the Four Months Ending Friday, January 31, 2025

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												
14,796	14,273	104.4%	14,160	104.4%	Gross Payroll - Salaried	58,241	57,092	102.1%	56,814	103.3%	171,277	177,107
76	173	44.0%	86	88.0%	Gross Payroll - Hourly	506	685	74.0%	722	70.0%	2,034	1,267
14,872	14,446	103.0%	14,246	104.4%	S/T Wages	58,747	57,778	102.0%	57,536	102.0%	173,311	178,373
1,039	1,105	94.0%	996	104.0%	Payroll Tax - FICA	4,452	4,420	101.0%	5,332	83.0%	13,258	12,319
108	113	96.0%	51	212.0%	Payroll Tax - UC	112	117	95.0%	106	105.0%	141	20
348	156	223.0%	123	284.0%	Payroll Tax - WC	1,085	626	173.0%	1,328	82.0%	1,932	3,261
2,428	2,301	106.0%	2,409	101.0%	Benefits	9,882	9,206	107.0%	10,144	97.0%	28,042	28,689
3,924	3,676	107.0%	3,579	110.0%	S/T Adders	15,530	14,368	108.0%	16,910	92.0%	43,373	44,289
18,795	18,121	104.0%	17,825	105.0%	TOTAL PAYROLL	74,277	72,146	103.0%	74,446	100.0%	216,683	222,663
OPERATING EXPENSES												
0	600	0.0%	607	0.0%	Janitorial Supplies	1,812	1,250	145.0%	1,280	142.0%	3,600	5,334
0	0	0.0%	0	0.0%	Laundry/Uniforms	180	400	45.0%	42	434.0%	575	180
800	350	229.0%	373	215.0%	Office Supplies	2,538	1,900	134.0%	1,898	134.0%	4,450	6,704
0	0	0.0%	0	0.0%	Printing	48	0	0.0%	0	0.0%	0	48
142	150	95.0%	142	100.0%	Alarm System	865	600	144.0%	568	152.0%	1,900	2,465
2,462	1,150	214.0%	1,582	156.0%	Computer Service	8,255	4,600	179.0%	4,682	176.0%	13,800	25,859
1,000	1,100	91.0%	1,000	100.0%	Contract Cleaning	4,000	4,400	91.0%	4,075	98.0%	13,200	12,000
0	60	0.0%	62	0.0%	Guest Relations	0	1,660	0.0%	1,660	0.0%	2,360	4,532
0	0	0.0%	18	0.0%	Pest Control	0	0	0.0%	18	0.0%	0	0
1,026	0	0.0%	0	0.0%	Repair & Maint - Equipment	1,540	100	1540.0%	6	27991.0%	1,700	8,209
3,142	200	1571.0%	1,470	214.0%	Repair & Maint - Building	4,187	800	523.0%	5,906	71.0%	2,400	7,484
206	206	100.0%	206	100.0%	Off-Site Storage	618	824	75.0%	824	75.0%	2,472	2,266
2,745	2,000	137.0%	2,100	131.0%	Utilities - Other	9,674	8,000	121.0%	8,613	112.0%	24,000	29,379
(75)	200	(38.0%)	199	(38.0%)	Utilities - Telephone/Fax	487	800	61.0%	795	61.0%	2,400	2,070
441	300	147.0%	395	112.0%	Bank Charges	1,583	1,200	132.0%	1,173	135.0%	4,200	4,351
38	0	0.0%	(136)	(28.0%)	Cash Short/(Over)	(11)	0	0.0%	(640)	2.0%	0	(469)
240	330	73.0%	240	100.0%	Cell Phone	960	1,320	73.0%	960	100.0%	3,960	2,880
3,373	3,251	104.0%	3,249	104.0%	City Surcharge R & R	11,800	11,653	101.0%	11,649	101.0%	38,951	37,954
4,576	5,000	92.0%	4,153	110.0%	Credit Card Discounts	19,565	20,000	98.0%	18,914	103.0%	60,000	60,956
0	0	0.0%	0	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
175	120	146.0%	120	146.0%	Dues & Subscriptions	285	540	53.0%	540	53.0%	1,140	2,281
0	0	0.0%	0	0.0%	Education & Training	0	0	0.0%	0	0.0%	0	220
252	1,500	17.0%	1,555	16.0%	Employee Relations	4,731	5,300	89.0%	7,224	65.0%	5,700	6,562
9,985	10,200	98.0%	9,213	108.0%	Insurance Expense	39,939	40,800	98.0%	36,854	108.0%	122,400	115,864
41	100	41.0%	(86)	(48.0%)	Member Relations	86	100	86.0%	321	27.0%	900	941
1,375	2,500	55.0%	2,500	55.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
600	600	100.0%	605	99.0%	Payroll Processing Fee	2,041	1,950	105.0%	1,994	102.0%	5,650	6,197
194	100	194.0%	165	117.0%	Postage/Shipping	752	300	251.0%	626	120.0%	1,100	1,855
(30)	(30)	100.0%	(30)	100.0%	Tax/Licenses/Fees	115	(120)	(96.0%)	(120)	(96.0%)	(285)	(125)
1,190	50	2380.0%	180	661.0%	Travel - Other	2,311	150	1541.0%	404	573.0%	2,000	6,384
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
33,898	30,037	113.0%	29,882	113.0%	TOTAL OPERATING EXPENSES	130,329	121,027	108.0%	122,764	106.0%	336,073	370,887
(52,693)	(48,158)	109.0%	(47,708)	110.0%	EBITDA	(204,606)	(193,173)	106.0%	(197,210)	104.0%	(552,756)	(593,550)
6,790	6,790	100.0%	6,592	103.0%	Management Fee	27,159	27,160	100.0%	26,368	103.0%	81,480	79,895
6,790	6,790	100.0%	6,592	103.0%	Management Fees	27,159	27,160	100.0%	26,368	103.0%	81,480	79,895
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	92	92	100.0%	92	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	290	290	100.0%	290	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	382	382	100.0%	382	100.0%	1,146	1,146
(59,578)	(55,044)	108.0%	(54,395)	110.0%	NET INCOME	(232,148)	(220,715)	105.0%	(223,960)	104.0%	(635,383)	(674,591)

The Golf Club at Cypress Head
Marketing
For the Four Months Ending Friday, January 31, 2025

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												
7,404	6,908	107.%	5,962	124.%	Gross Payroll - Salaried	27,910	27,633	101.%	25,645	109.%	82,900	86,989
7,404	6,908	107.%	5,962	124.%	S/T Wages	27,910	27,633	101.%	25,645	109.%	82,900	86,989
548	528	104.%	438	125.%	Payroll Tax - FICA	2,051	2,114	97.%	1,897	108.%	6,342	6,262
54	61	88.%	23	237.%	Payroll Tax - UC	54	61	88.%	95	56.%	123	60
166	75	222.%	51	324.%	Payroll Tax - WC	480	299	160.%	445	108.%	924	1,563
627	611	103.%	631	99.%	Benefits	2,551	2,444	104.%	1,844	138.%	7,454	7,492
1,394	1,275	109.%	1,143	122.%	S/T Adders	5,135	4,918	104.%	4,282	120.%	14,843	15,376
8,798	8,183	108.%	7,104	124.%	TOTAL PAYROLL	33,045	32,551	102.%	29,927	110.%	97,743	102,366
OPERATING EXPENSES												
60	0	0.%	0	0.%	Adv/Promo - Organizations	1,205	1,000	121.%	0	0.%	2,000	2,345
257	85	302.%	0	0.%	Adv/Promo - Promotional	342	340	101.%	0	0.%	1,000	565
0	0	0.%	0	0.%	Adv/Promo - Local/Regional Print	0	500	0.%	0	0.%	500	701
0	0	0.%	0	0.%	Adv/Promo - Direct Mail	0	1,000	0.%	0	0.%	3,000	0
0	0	0.%	0	0.%	Adv/Promo - Special Events	0	250	0.%	0	0.%	500	0
534	500	107.%	710	75.%	Adv/Promo - Mktg/Bus Dev	1,097	2,000	55.%	6,865	16.%	6,000	8,697
0	1,200	0.%	0	0.%	Adv/Promo - Radio/TV	0	2,400	0.%	0	0.%	5,000	1,158
0	600	0.%	0	0.%	Adv/Promo - Website	1,500	2,600	58.%	0	0.%	8,000	4,250
851	2,385	36.%	710	120.%	TOTAL OPERATING EXPENSES	4,144	10,090	41.%	6,865	60.%	26,000	17,715
(9,649)	(10,568)	91.%	(7,814)	123.%	EBITDA	(37,189)	(42,641)	87.%	(36,791)	101.%	(123,743)	(120,081)
(9,649)	(10,568)	91.%	(7,814)	123.%	NET INCOME	(37,189)	(42,641)	87.%	(36,791)	101.%	(123,743)	(120,081)

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

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												
176,693	194,909	91.%	157,914	112.%	Green Fees & Cart Fees	573,032	638,640	90.%	563,161	102.%	1,963,221	1,865,936
21,908	30,000	73.%	29,579	74.%	Merchandise	88,968	90,000	99.%	94,967	94.%	312,000	334,347
1,516	3,250	47.%	3,218	47.%	Other Pro Shop	7,401	8,440	88.%	8,153	91.%	44,319	32,660
6,496	5,819	112.%	4,719	138.%	Range	20,085	19,194	105.%	17,795	113.%	80,609	78,527
3,373	3,251	104.%	3,249	104.%	Other Operating Revenues	11,800	11,653	101.%	11,649	101.%	38,951	37,954
209,986	237,229	89.%	198,680	106.%	TOTAL REVENUE	701,288	767,927	91.%	695,725	101.%	2,439,100	2,349,424
COST OF SALES												
11,343	20,400	56.%	14,843	76.%	Merchandise	60,517	61,400	99.%	66,740	91.%	213,650	233,245
11,343	20,400	56.%	14,843	76.%	TOTAL COGS	60,517	61,400	99.%	66,740	91.%	213,650	233,245
PAYROLL												
49,943	47,660	105.%	41,734	120.%	Course and Grounds	193,986	188,222	103.%	161,676	120.%	561,966	536,036
17,090	18,707	91.%	16,255	105.%	Carts, Range, Starters, Etc.	58,559	73,277	80.%	58,247	101.%	221,847	186,180
13,156	14,972	88.%	13,618	97.%	Pro Shop	51,859	59,259	88.%	50,608	102.%	177,463	167,011
18,795	18,121	104.%	17,825	105.%	General and Administrative	74,277	72,146	103.%	74,446	100.%	216,683	222,663
8,798	8,183	108.%	7,104	124.%	Marketing	33,045	32,551	102.%	29,927	110.%	97,743	102,366
107,782	107,643	100.%	96,536	112.%	TOTAL PAYROLL	411,727	425,456	97.%	374,903	110.%	1,275,702	1,214,256
OPERATING EXPENSES												
17,324	23,525	74.%	24,656	70.%	Course and Grounds	71,235	115,255	62.%	107,403	66.%	374,055	305,777
1,135	8,391	14.%	8,228	14.%	Carts, Range, Starters, Etc.	8,052	33,464	24.%	34,651	23.%	105,917	80,427
1,651	2,050	81.%	2,031	81.%	Pro Shop	2,834	5,760	49.%	10,139	28.%	16,490	13,613
33,898	30,037	113.%	29,882	113.%	General and Administrative	130,329	121,027	108.%	122,764	106.%	336,073	370,887
851	2,385	36.%	710	120.%	Marketing	4,144	10,090	41.%	6,865	60.%	26,000	17,715
54,859	66,388	83.%	65,508	84.%	TOTAL OPERATING EXPENSES	216,595	285,596	76.%	281,822	77.%	858,535	788,420
173,984	194,431	89.%	176,887	98.%	TOTAL EXPENSES	688,838	772,452	89.%	723,465	95.%	2,347,887	2,235,922
36,002	42,798	84.%	21,793	165.%	EBITDA	12,449	(4,525)	(275.%)	(27,741)	(45.%)	91,213	113,502

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
36,002	42,798	84.%	21,793	165.%	EBITDA	12,449	(4,525)	(275.%)	(27,741)	(45.%)	91,213	113,502
(6,790)	(6,790)	100.%	(6,592)	103.%	MANAGEMENT FEES	(27,159)	(27,160)	100.%	(26,368)	103.%	(81,480)	(79,895)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100.%	(96)	100.%	Depreciation & Amortization	(382)	(382)	100.%	(382)	100.%	(1,146)	(1,146)
(96)	(96)	100.%	(96)	100.%	TOTAL OTHER INCOME (EXPENSE)	(382)	(382)	100.%	(382)	100.%	(1,146)	(1,146)
29,116	35,912	81.%	15,106	193.%	NET INCOME	(15,092)	(32,068)	47.%	(54,491)	28.%	8,587	32,461
3,355	3,955	85.%	3,565	94.%	Paid Rounds	11,773	12,906	91.%	12,468	94.%	41,615	40,849
496	360	138.%	340	146.%	Annual Pass Rounds	1,523	1,369	111.%	1,378	111.%	4,907	4,431
242	250	97.%	250	97.%	Other Rounds	916	992	92.%	992	92.%	2,739	3,025
4,093	4,565	90.%	4,155	99.%	Total Rounds	14,212	15,267	93.%	14,838	96.%	49,261	48,305
63	60	104.%	56	112.%	Revenue/Paid Rounds	60	60	100.%	56	107.%	59	688
51	52	99.%	48	107.%	Revenue/Total Rounds	49	50	98.%	47	105.%	50	580

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended Friday, January 31, 2025

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
EBITDA	(48,231)	16,897	7,782	36,002								
Management Fee Expense	(6,790)	(6,790)	(6,790)	(6,790)								
Depreciation & Amortization	(96)	(96)	(96)	(96)								
Net Income	(55,116)	10,012	896	29,116	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(9,783)	7,245	4,673	(13,630)								
Receivables	(17,039)	18,162	(5,457)	5,605								
Prepaid Expenses	(16,920)	(18,423)	12,607	13,614								
Payables	18,515	8,449	4,713	14,760								
Due to from the City	(17,593)	0	498	0								
Accrued Expenses	7,532	17,766	(5,549)	(27,083)								
Deferred Revenues	36,316	(21,096)	(5,163)	(11,332)								
Depreciation & Amortization	96	96	96	96								
Operating Cash Flow	(53,994)	22,208	7,313	11,145	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(53,994)	22,208	7,313	11,145	0	0	0	0	0	0	0	0
Beginning Cash	336,909	282,915	305,124	312,436								
Net Cash Flows	(53,994)	22,208	7,313	11,145	0	0	0	0	0	0	0	0
Ending Cash	282,915	305,124	312,436	323,582	0	0	0	0	0	0	0	0

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025
REVENUES													
Green Fees & Cart Fees	157,914.22	199,662.20	236,965.68	201,528.02	160,539.30	138,029.42	132,453.74	104,152.58	119,572.75	84,939.77	162,828.62	148,571.36	176,692.72
Merchandise	29,579.36	25,565.08	30,766.90	45,649.17	27,605.84	43,083.89	23,220.61	19,083.92	30,402.90	11,351.54	30,302.30	25,406.46	21,908.09
Other Pro Shop	3,218.00	5,298.78	6,024.39	3,778.17	2,763.17	2,109.98	2,034.39	1,774.39	1,475.00	1,242.45	2,683.00	1,960.00	1,516.00
Range	4,719.32	6,542.87	7,860.89	8,649.11	10,114.34	7,779.70	5,865.03	5,444.98	6,184.61	2,296.51	6,294.13	4,999.31	6,495.52
Other Operating Revenues	3,249.49	3,764.70	4,508.71	3,926.85	3,317.07	3,008.00	2,844.91	2,443.06	2,340.97	1,746.52	3,555.14	3,125.03	3,373.19
TOTAL REVENUE	198,680.39	240,833.63	286,126.57	263,531.32	204,339.72	194,010.99	166,418.68	132,898.93	159,976.23	101,576.79	205,663.19	184,062.16	209,985.52
COST OF SALES													
Merchandise	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41
TOTAL COGS	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41
PAYROLL													
Course and Grounds	41,733.77	39,770.32	38,907.54	41,749.05	44,539.06	40,260.93	47,477.30	43,491.45	45,854.54	49,171.10	47,569.72	47,302.12	49,942.73
Carts, Range, Starters, Etc.	16,255.20	16,166.47	18,497.18	19,834.24	18,376.10	16,665.60	12,785.16	12,762.52	12,533.41	11,201.65	15,165.97	15,101.81	17,089.85
Pro Shop	13,617.60	14,668.39	15,759.94	14,857.36	14,896.49	14,894.38	14,983.79	11,887.90	13,204.32	11,174.34	14,631.28	12,897.27	13,155.84
General and Administrative	17,825.47	18,442.15	16,612.13	17,416.48	18,692.70	17,254.52	17,950.28	18,018.61	23,998.53	18,349.71	23,543.09	13,589.38	18,795.31
Marketing	7,104.33	10,218.74	7,211.79	8,417.25	8,851.04	8,203.37	8,185.65	8,002.83	10,229.48	7,290.30	8,236.74	8,720.47	8,797.98
TOTAL PAYROLL	96,536.37	99,266.07	96,988.58	102,274.38	105,355.39	97,278.80	101,382.18	94,163.31	105,820.28	97,187.10	109,146.80	97,611.05	107,781.71
OPERATING EXPENSES													
Course and Grounds	24,656.02	26,789.69	31,433.74	31,255.02	44,865.79	20,776.66	28,438.50	31,391.29	19,591.18	15,230.30	23,835.93	14,845.31	17,323.90
Carts, Range, Starters, Etc.	8,228.13	7,859.49	11,360.92	9,330.33	8,190.84	7,821.09	11,775.57	8,367.17	7,669.52	715.08	738.69	5,463.29	1,135.40
Pro Shop	2,031.08	6,002.20	2,227.99	325.74	62.85	922.55	872.50	417.60	(52.60)	630.32	(543.75)	1,096.88	1,650.97
General and Administrative	29,882.31	34,006.78	29,024.74	31,006.61	28,027.94	33,434.87	26,357.30	28,109.87	30,589.93	27,593.44	30,674.23	38,163.82	33,897.51
Marketing	710.07	444.65	1,492.31	3,855.12	1,570.82	1,962.39	958.33	1,188.86	2,099.14	466.02	1,361.27	1,465.52	850.98
TOTAL OPERATING EXPENSES	65,507.61	75,102.81	75,539.70	75,772.82	82,718.24	64,917.56	68,402.20	69,474.79	59,897.17	44,635.16	56,066.37	61,034.82	54,858.76
TOTAL EXPENSES	176,886.90	192,632.07	191,236.10	208,504.82	210,991.36	197,740.02	179,175.67	177,125.68	189,677.42	149,807.70	188,766.33	176,280.47	173,983.88
EBITDA	21,793.49	48,201.56	94,890.47	55,026.50	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025
EBITDA	21,793.49	48,201.56	94,890.47	55,026.50	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64
MANAGEMENT FEES	(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)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)
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	15,105.96	41,514.03	88,202.94	48,338.97	(13,339.17)	(10,416.56)	(19,444.52)	(50,914.28)	(36,388.72)	(55,116.20)	10,011.57	896.40	29,116.35
Paid Rounds	3,565.00	4,156.00	5,059.00	4,469.00	3,726.00	3,320.00	3,124.00	2,583.00	2,639.00	1,856.00	3,473.00	3,089.00	3,355.00
Annual Pass Rounds	340.00	416.00	425.00	405.00	322.00	317.00	354.00	371.00	298.00	207.00	404.00	416.00	496.00
Other Rounds	250.00	243.00	318.00	290.00	253.00	237.00	285.00	245.00	238.00	179.00	239.00	256.00	242.00
Total Rounds	4,155.00	4,815.00	5,802.00	5,164.00	4,301.00	3,874.00	3,763.00	3,199.00	3,175.00	2,242.00	4,116.00	3,761.00	4,093.00
Revenue/Paid Rounds	55.73	57.95	56.56	58.97	54.84	58.44	53.27	51.45	60.62	54.73	59.22	59.59	62.59
Revenue/Total Rounds	47.82	50.02	49.32	51.03	47.51	50.08	44.23	41.54	50.39	45.31	49.97	48.94	51.30

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

	1/31/2025	9/30/2024	1/31/2024
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	284,754	305,463	257,464
Cash - Payroll	37,477	30,096	76,439
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>323,582</u>	<u>336,909</u>	<u>335,253</u>
Accounts Receivable			
A/R Member	272	1,543	6,608
Total Accounts Recievable	<u>272</u>	<u>1,543</u>	<u>6,608</u>
Other Current Assets			
Inventory - Merchandise	116,541	105,046	130,241
Prepaid Insurance	28,798	48,286	26,747
Prepaid Exp - Other	40,008	11,397	40,626
Total Other Current Assets	<u>185,347</u>	<u>164,729</u>	<u>197,615</u>
TOTAL CURRENT ASSETS	<u>509,200</u>	<u>503,180</u>	<u>539,477</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>(33,789)</u>	<u>(33,407)</u>	<u>(32,643)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>2,358</u>	<u>2,741</u>	<u>3,505</u>
TOTAL ASSETS	<u><u>511,559</u></u>	<u><u>505,921</u></u>	<u><u>542,981</u></u>

The Golf Club at Cypress Head
For the Four Months Ending Friday, January 31, 2025

	<u>1/31/2025</u>	<u>9/30/2024</u>	<u>1/31/2024</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	90,689	44,253	118,911
Accts Pay - Other	185,858	202,954	209,583
Accrued Expenses	0	1,097	305
Accrued Payroll	39,156	49,798	65,514
Accrued Taxes	12,856	8,452	12,238
Deferred Revenue	198,088	199,364	190,919
TOTAL CURRENT LIABILITIES	<u>526,648</u>	<u>505,918</u>	<u>597,470</u>
TOTAL LIABILITIES	<u>526,648</u>	<u>505,918</u>	<u>597,470</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	(15,089)	3	(54,489)
Net Retained Earnings	(15,089)	3	(54,489)
Stockholders Equity	(15,089)	3	(54,489)
TOTAL STOCKHOLDER'S EQUITY	<u>(15,089)</u>	<u>3</u>	<u>(54,489)</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>511,559</u>	<u>505,921</u>	<u>542,981</u>

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 1/1/2025
Account: First

To:
1/31/2025
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	\$236,415.47	\$221,904.91	\$173,566.18	\$48,338.73	\$284,754.20
	10050-5950-900	Cash - Course Payroll BMO	\$74,670.86	\$74,000.00	\$111,193.41	(\$37,193.41)	\$37,477.45
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$5,877.00	\$2,725.21	\$8,330.63	(\$5,605.42)	\$271.58
	12000-5950-900	Inventory - Merchandise	\$102,911.02	\$29,296.95	\$15,666.86	\$13,630.09	\$116,541.11
	13020-5950-900	Prepaid Insurance	\$38,782.91	\$0.00	\$9,984.79	(\$9,984.79)	\$28,798.12
	13040-5950-900	Prepaid Exp - Other	\$43,636.44	\$0.00	\$3,628.85	(\$3,628.85)	\$40,007.59
	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	(\$5,341.18)	\$0.00	\$23.12	(\$23.12)	(\$5,364.30)
	22080-5950-900	Accum. Deprec - Buildings	(\$28,352.78)	\$0.00	\$72.41	(\$72.41)	(\$28,425.19)
	30000-5950-900	Accts Pay - Trade	(\$75,929.37)	\$84,896.52	\$99,656.24	(\$14,759.72)	(\$90,689.09)
	30040-5950-900	Accts Pay - Other	(\$185,858.22)	\$497.78	\$497.78	\$0.00	(\$185,858.22)
	31020-5950-900	Accrued Payroll	(\$68,091.17)	\$50,943.13	\$22,007.70	\$28,935.43	(\$39,155.74)
	31080-5950-900	Accrued Tips Payable	(\$80.94)	\$80.94	\$0.00	\$80.94	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$10,923.33)	\$11,076.40	\$13,009.30	(\$1,932.90)	(\$12,856.23)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,373.19	\$3,373.19	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$11,446.68)	\$1,341.11	\$698.54	\$642.57	(\$10,804.11)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$11,563.62)	\$0.00	\$1,403.47	(\$1,403.47)	(\$12,967.09)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$26,036.57)	\$2,893.03	\$0.00	\$2,893.03	(\$23,143.54)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$51,882.02)	\$6,669.00	\$5,295.61	\$1,373.39	(\$50,508.63)
	32070-5950-900	Deferred Rev - Gift Cards	(\$38,080.05)	\$3,479.57	\$1,385.00	\$2,094.57	(\$35,985.48)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,498.67)	\$635.44	\$1,177.93	(\$542.49)	(\$11,041.16)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$59,912.55)	\$9,059.03	\$2,784.85	\$6,274.18	(\$53,638.37)
	49020-5950-900	Retained Earnings - Current	(\$2.72)	\$0.00	\$0.00	\$0.00	(\$2.72)
	50000-5950-100	Green Fees - Annual Pass	(\$23,403.09)	\$0.00	\$9,562.03	(\$9,562.03)	(\$32,965.12)
	5003A-5950-100	Green Fee - Group	(\$23,398.98)	\$156.00	\$14,668.00	(\$14,512.00)	(\$37,910.98)
	50040-5950-100	Green Fees - Member	(\$623.75)	\$273.54	\$0.00	\$273.54	(\$350.21)
	5006A-5950-100	Green Fee - Junior	(\$4,115.70)	\$0.00	\$415.77	(\$415.77)	(\$4,531.47)
	50070-5950-100	Green Fees - (surcharge)	(\$8,428.68)	\$3,391.05	\$6,764.24	(\$3,373.19)	(\$11,801.87)
	5007A-5950-100	Green Fee - League	(\$17,831.00)	\$150.00	\$7,225.52	(\$7,075.52)	(\$24,906.52)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$35,433.60)	\$110.13	\$21,562.26	(\$21,452.13)	(\$56,885.73)
	5012A-5950-100	Green Fee - Outing	(\$24,197.94)	\$0.00	\$1,904.00	(\$1,904.00)	(\$26,101.94)
	5014A-5950-100	Green Fee - Resident	(\$48,821.67)	\$10,669.41	\$41,121.50	(\$30,452.09)	(\$79,273.76)
	5015A-5950-100	Green Fee - Senior	(\$51,030.03)	\$180.00	\$22,992.00	(\$22,812.00)	(\$73,842.03)
	5019A-5950-100	Green Fee - Wholesale	(\$1,186.59)	\$0.00	\$0.00	\$0.00	(\$1,186.59)
	50500-5950-200	Cart Fee 18	(\$132,816.76)	\$502.00	\$56,850.50	(\$56,348.50)	(\$189,165.26)
	50520-5950-200	Cart Fee - Annual Trail	(\$25,051.96)	\$0.00	\$9,059.03	(\$9,059.03)	(\$34,110.99)
	52090-5950-600	Handicap Fee	(\$90.00)	\$0.00	\$450.00	(\$450.00)	(\$540.00)
	52150-5950-600	Lessons	(\$3,445.45)	\$109.00	\$320.00	(\$211.00)	(\$3,656.45)
	52280-5950-600	Rental Clubs	(\$2,350.00)	\$0.00	\$855.00	(\$855.00)	(\$3,205.00)
	52310-5950-600	Retail	(\$67,060.30)	\$379.63	\$22,287.72	(\$21,908.09)	(\$88,968.39)
	53050-5950-220	Range Pass Revenue	(\$13,589.95)	\$79.86	\$6,495.38	(\$6,495.52)	(\$20,085.47)
	56120-5950-100	City Surcharge R & R	(\$8,426.69)	\$0.00	\$3,373.19	(\$3,373.19)	(\$11,799.88)
	60000-5950-600	COGS - Merchandise - Accessories	\$49,173.20	\$11,343.41	\$0.00	\$11,343.41	\$60,516.61
	70000-5950-100	Gross Payroll - Salaried	\$35,606.18	\$19,233.97	\$7,065.54	\$12,168.43	\$47,774.61
	70000-5950-600	Gross Payroll - Salaried	\$13,603.06	\$6,134.18	\$2,203.42	\$3,930.76	\$17,533.82
	70000-5950-900	Gross Payroll - Salaried	\$43,444.99	\$23,342.32	\$8,546.55	\$14,795.77	\$58,240.76
	70000-5950-950	Gross Payroll - Salaried	\$20,505.79	\$10,969.62	\$3,565.39	\$7,404.23	\$27,910.02
	70010-5950-100	Gross Payroll - Hourly	\$88,800.42	\$44,937.02	\$14,419.62	\$30,517.40	\$119,317.82
	70010-5950-200	Gross Payroll - Hourly	\$37,796.04	\$23,107.12	\$7,703.89	\$15,403.23	\$53,199.27
	70010-5950-600	Gross Payroll - Hourly	\$18,195.65	\$10,610.23	\$3,881.52	\$6,728.71	\$24,924.36

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-900	Gross Payroll - Hourly	\$430.46	\$118.34	\$42.51	\$75.83	\$506.29
	71000-5950-100	Payroll Tax - FICA	\$9,221.31	\$4,783.10	\$1,601.64	\$3,181.46	\$12,402.77
	71000-5950-200	Payroll Tax - FICA	\$2,970.83	\$1,773.90	\$595.54	\$1,178.36	\$4,149.19
	71000-5950-600	Payroll Tax - FICA	\$2,337.37	\$1,223.60	\$446.39	\$777.21	\$3,114.58
	71000-5950-900	Payroll Tax - FICA	\$3,412.90	\$1,646.75	\$607.74	\$1,039.01	\$4,451.91
	71000-5950-950	Payroll Tax - FICA	\$1,503.12	\$811.06	\$263.38	\$547.68	\$2,050.80
	71010-5950-100	Payroll Tax - UC	\$88.14	\$372.91	\$0.00	\$372.91	\$461.05
	71010-5950-200	Payroll Tax - UC	\$97.13	\$144.63	\$0.00	\$144.63	\$241.76
	71010-5950-600	Payroll Tax - UC	\$7.51	\$105.33	\$0.00	\$105.33	\$112.84
	71010-5950-900	Payroll Tax - UC	\$3.14	\$108.43	\$0.00	\$108.43	\$111.57
	71010-5950-950	Payroll Tax - UC	\$0.00	\$53.66	\$0.00	\$53.66	\$53.66
	71020-5950-100	Payroll Tax - WC	\$1,843.87	\$943.83	\$0.00	\$943.83	\$2,787.70
	71020-5950-200	Payroll Tax - WC	\$537.48	\$326.91	\$0.00	\$326.91	\$864.39
	71020-5950-600	Payroll Tax - WC	\$463.74	\$252.26	\$0.00	\$252.26	\$716.00
	71020-5950-900	Payroll Tax - WC	\$736.98	\$348.23	\$0.00	\$348.23	\$1,085.21
	71020-5950-950	Payroll Tax - WC	\$314.03	\$165.78	\$0.00	\$165.78	\$479.81
	71030-5950-100	Benefits	\$8,483.02	\$12,060.95	\$9,302.25	\$2,758.70	\$11,241.72
	71030-5950-200	Benefits	\$67.95	\$1,804.20	\$1,767.48	\$36.72	\$104.67
	71030-5950-600	Benefits	\$4,095.56	\$2,958.34	\$1,596.77	\$1,361.57	\$5,457.13
	71030-5950-900	Benefits	\$7,453.71	\$6,589.63	\$4,161.59	\$2,428.04	\$9,881.75
	71030-5950-950	Benefits	\$1,924.57	\$993.89	\$367.26	\$626.63	\$2,551.20
	80110-5950-200	Cart Supplies	\$151.65	\$57.98	\$0.00	\$57.98	\$209.63
	80120-5950-100	Chemicals	\$2,208.22	\$1,371.12	\$0.00	\$1,371.12	\$3,579.34
	80170-5950-100	Course Accessories	\$2,942.38	\$33.00	\$0.00	\$33.00	\$2,975.38
	80230-5950-100	Fertilizer	\$17,643.04	\$5,426.15	\$0.00	\$5,426.15	\$23,069.19
	80270-5950-100	Fuel	\$5,313.69	\$1,016.86	\$0.00	\$1,016.86	\$6,330.55
	80280-5950-100	Fungicides	\$3,583.50	\$758.62	\$0.00	\$758.62	\$4,342.12
	80320-5950-100	Herbicides	(\$2,988.70)	\$2,784.20	\$0.00	\$2,784.20	(\$204.50)
	80370-5950-100	Insecticides	(\$1,337.77)	\$0.00	\$0.00	\$0.00	(\$1,337.77)
	80380-5950-900	Janitorial Supplies	\$1,811.54	\$0.00	\$0.00	\$0.00	\$1,811.54
	80420-5950-900	Laundry/Uniforms	\$180.30	\$0.00	\$0.00	\$0.00	\$180.30
	80520-5950-900	Office Supplies	\$1,737.97	\$800.11	\$0.00	\$800.11	\$2,538.08
	80590-5950-600	Printing	\$0.00	\$1,300.00	\$0.00	\$1,300.00	\$1,300.00
	80590-5950-900	Printing	\$48.44	\$0.00	\$0.00	\$0.00	\$48.44
	80610-5950-220	Range Balls	\$3,625.00	\$0.00	\$0.00	\$0.00	\$3,625.00
	80620-5950-220	Range Equipment	\$1,110.73	\$0.00	\$0.00	\$0.00	\$1,110.73
	80630-5950-220	Range Expenses	\$98.19	\$0.00	\$0.00	\$0.00	\$98.19
	80690-5950-100	Sand/Topdress	\$4,697.26	\$0.00	\$0.00	\$0.00	\$4,697.26
	80710-5950-100	Seeds/Trees	\$2,994.60	\$0.00	\$0.00	\$0.00	\$2,994.60
	80730-5950-100	Small Tools	\$347.88	\$0.00	\$0.00	\$0.00	\$347.88
	80780-5950-600	Supplies	\$650.17	\$350.97	\$0.00	\$350.97	\$1,001.14
	80810-5950-600	Tournament Expense	\$371.78	\$0.00	\$0.00	\$0.00	\$371.78
	81010-5950-900	Alarm System	\$723.00	\$142.00	\$0.00	\$142.00	\$865.00
	81090-5950-200	Cart Repairs	\$0.00	\$401.90	\$0.00	\$401.90	\$401.90
	81130-5950-900	Computer Service	\$5,793.35	\$2,461.53	\$0.00	\$2,461.53	\$8,254.88
	81140-5950-900	Contract Cleaning	\$3,000.00	\$1,000.00	\$0.00	\$1,000.00	\$4,000.00
	81220-5950-600	Handicap Expense	\$161.50	\$0.00	\$0.00	\$0.00	\$161.50
	81250-5950-100	Irrigation	\$3,440.33	\$768.01	\$0.00	\$768.01	\$4,208.34
	81340-5950-100	Repair & Maint - Paths	\$760.64	\$77.76	\$0.00	\$77.76	\$838.40
	81350-5950-100	Repair & Maint - Equipment	\$5,794.73	\$1,151.68	\$0.00	\$1,151.68	\$6,946.41
	81350-5950-900	Repair & Maint - Equipment	\$513.99	\$1,025.51	\$0.00	\$1,025.51	\$1,539.50
	81360-5950-100	Repair & Maint - Building	\$718.13	\$1,010.57	\$0.00	\$1,010.57	\$1,728.70
	81360-5950-900	Repair & Maint - Building	\$1,044.90	\$4,164.24	\$1,022.18	\$3,142.06	\$4,186.96
	82020-5950-100	Equipment Lease	\$555.00	\$185.00	\$185.00	\$185.00	\$740.00
	82060-5950-900	Off-Site Storage	\$412.00	\$206.00	\$0.00	\$206.00	\$618.00
	83000-5950-100	Utilities - Electric	\$780.99	\$242.44	\$0.00	\$242.44	\$1,023.43
	83000-5950-200	Utilities - Electric	\$1,931.49	\$675.52	\$0.00	\$675.52	\$2,607.01
	83020-5950-100	Utilities - Other	\$4,945.09	\$1,749.52	\$0.00	\$1,749.52	\$6,694.61
	83020-5950-900	Utilities - Other	\$6,928.92	\$3,113.91	\$368.90	\$2,745.01	\$9,673.93
	83030-5950-900	Utilities - Telephone/Fax	\$562.41	\$552.73	\$627.90	(\$75.17)	\$487.24

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83050-5950-100	Utilities - Water	\$883.24	\$256.07	\$5.00	\$251.07	\$1,134.31
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$562.31	\$534.28	\$0.00	\$534.28	\$1,096.59
	84070-5950-950	Adv/Promo - Organizations	\$1,145.00	\$60.00	\$0.00	\$60.00	\$1,205.00
	84080-5950-950	Adv/Promo - Promotional	\$85.50	\$256.70	\$0.00	\$256.70	\$342.20
	84110-5950-950	Adv/Promo - Website	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
	85020-5950-900	Bank Charges	\$1,142.18	\$440.94	\$0.00	\$440.94	\$1,583.12
	85050-5950-900	Cash Short/(Over)	(\$49.06)	\$74.39	\$36.15	\$38.24	(\$10.82)
	85060-5950-900	Cell Phone	\$720.00	\$240.00	\$0.00	\$240.00	\$960.00
	85070-5950-900	City Surcharge R & R	\$8,426.69	\$3,373.19	\$0.00	\$3,373.19	\$11,799.88
	85120-5950-900	Credit Card Discounts	\$14,989.23	\$4,576.09	\$0.00	\$4,576.09	\$19,565.32
	85140-5950-900	Donations	\$91.97	\$0.00	\$0.00	\$0.00	\$91.97
	85150-5950-900	Dues & Subscriptions	\$110.00	\$175.00	\$0.00	\$175.00	\$285.00
	85190-5950-100	Employee Relations	\$576.53	\$0.00	\$0.00	\$0.00	\$576.53
	85190-5950-900	Employee Relations	\$4,479.06	\$252.21	\$0.00	\$252.21	\$4,731.27
	85200-5950-100	Employee Testing	\$52.76	\$32.90	\$0.00	\$32.90	\$85.66
	85280-5950-900	Insurance Expense	\$29,954.37	\$9,984.79	\$0.00	\$9,984.79	\$39,939.16
	85320-5950-900	Member Relations	\$45.10	\$41.05	\$0.00	\$41.05	\$86.15
	85390-5950-900	O/S - Accounting	\$10,500.00	\$1,375.00	\$0.00	\$1,375.00	\$11,875.00
	85480-5950-900	Payroll Processing Fee	\$1,440.65	\$600.30	\$0.00	\$600.30	\$2,040.95
	85490-5950-900	Postage/Shipping	\$558.38	\$195.78	\$2.00	\$193.78	\$752.16
	85610-5950-100	Tax/Licenses/Fees	\$0.00	\$465.00	\$0.00	\$465.00	\$465.00
	85610-5950-900	Tax/Licenses/Fees	\$145.00	\$0.00	\$30.00	(\$30.00)	\$115.00
	85720-5950-900	Travel - Other	\$1,121.10	\$1,189.87	\$0.00	\$1,189.87	\$2,310.97
	90000-5950-900	Management Fee	\$20,369.28	\$6,789.76	\$0.00	\$6,789.76	\$27,159.04
	98020-5950-900	Deprec - Mach & Equip	\$69.36	\$23.12	\$0.00	\$23.12	\$92.48
	98040-5950-900	Deprec - Buildings	\$217.23	\$72.41	\$0.00	\$72.41	\$289.64
	R002A-5950-100	Rounds - Annual	17,900.00	505.00	9.00	496.00	18,396.00
	R003A-5950-100	Rounds - Group	21,347.00	460.00	13.00	447.00	21,794.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	3,023.00	71.00	0.00	71.00	3,094.00
	R007A-5950-100	Rounds - Green Fee - League	17,814.00	283.00	5.00	278.00	18,092.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	14,987.00	540.00	3.00	537.00	15,524.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	1,060.00	9.00	0.00	9.00	1,069.00
	R012A-5950-100	Rounds - Green Fee - Outing	12,414.00	62.00	0.00	62.00	12,476.00
	R014A-5950-100	Rounds - Resident	75,693.00	1,416.00	9.00	1,407.00	77,100.00
	R015A-5950-100	Rounds - Green Fee - Senior	31,952.00	557.00	4.00	553.00	32,505.00
	R016A-5950-100	Rounds - Green Fee - Staff	7,307.00	183.00	4.00	179.00	7,486.00
	R017A-5950-100	Rounds - Green Fee - Trade	4,211.00	55.00	1.00	54.00	4,265.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	692.00	0.00	0.00	0.00	692.00
	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

February 21, 2025

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 December 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 DECEMBER 2024							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 89,888	\$ 104,495	\$ (14,607)		\$ 238,471	\$ 287,150	\$ (48,679)
Cart Fees	\$ 58,683	\$ 57,781	\$ 902		\$ 157,869	\$ 156,581	\$ 1,288
Range	\$ 4,999	\$ 5,459	\$ (460)		\$ 13,590	\$ 13,375	\$ 215
Golf Shop Revenues	\$ 27,366	\$ 22,010	\$ 5,356		\$ 72,946	\$ 65,190	\$ 7,756
City Surcharge R/R	\$ 3,125	\$ 2,940	\$ 185		\$ 8,427	\$ 8,402	\$ 25
Total Revenue	\$ 184,061	\$ 192,685	\$ (8,624)		\$ 491,303	\$ 530,698	\$ (39,395)
Cost of Sales	\$ 17,635	\$ 13,600	\$ 4,035		\$ 49,173	\$ 41,000	\$ 8,173
Merchandise	\$ 17,635	\$ 13,600	\$ 4,035		\$ 49,173	\$ 41,000	\$ 8,173
Gross Margin	\$ 166,426	\$ 179,085	\$ (12,659)		\$ 442,130	\$ 489,698	\$ (47,568)
Total Payroll	\$ 97,611	\$ 106,867	\$ (9,256)		\$ 303,945	\$ 317,813	\$ (13,868)
Total Operating Expenses	\$ 61,035	\$ 76,742	\$ (15,707)		\$ 161,736	\$ 219,208	\$ (57,472)
EBITDA	\$ 7,780	\$ (4,524)	\$ 12,304		\$ (23,551)	\$ (47,323)	\$ (49,534)
Other Expenses	\$ 6,886	\$ 6,886	\$ -		\$ 20,656	\$ 20,657	\$ (1)
Management Fee	\$ 6,790	\$ 6,790	\$ -		\$ 20,369	\$ 20,370	\$ (1)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 287	\$ 287	\$ -
Net Cash From Ops	\$ 894	\$ (11,410)	\$ 12,304		\$ (44,207)	\$ (67,980)	\$ (69,597)
Rounds							
Total Rounds	3,761	3,963	(202)		10,119	10,702	(583)
Paid Rounds	3,089	3,267	(178)		8,418	8,951	(533)
Avg. GF/CF Total rounds	\$39.50	\$40.95	\$ (1.44)		\$39.17	\$41.46	\$ (2.29)
Avg. GF/CF Paid rounds	\$48.10	\$49.67	\$ (1.57)		\$47.08	\$49.57	\$ (2.49)
Avg. Merchandise/round	\$7.28	\$5.55	\$ 1.72		\$7.21	\$6.09	\$ 1.12

Overview:

December brought much cooler weather with some untimely rainfall as well. With 2.26" of recorded rainfall, there were at least 4 days affected. We had the Back 9 closed for 3 days to perform some cart path work and we were closed Christmas Day. The average high temperatures at 69.89°, actually 4.65° cooler than last December. Total revenues came in at \$184K, under budget by 4% or \$8.6K. Through cost savings and payroll management we exceeded EBIDTA budget by \$12.3K. We played 3,761 total rounds to a budget of 3963, under budget by 202 rounds.

- Total Payroll for the month was \$97,61K, under budget by \$9.3K.
- Total Operating Expenses were \$61K, under by \$15.7K.
- Rounds were under budget by 202 rounds (-5%) and over prior year by 76 rounds.
- We exceeded monthly EBITDA and Net Income projections by \$12.3K.

Weather:

Summary

Temperature (°F)	Max	Average	Min	▲
Max Temperature	79	69.9	58	
Avg Temperature	69.89	61.24	49.88	
Min Temperature	65	52.87	39	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	72	55.69	29	
Precipitation (in)	Max	Average	Min	Sum
Precipitation	0.54	0.07	0.00	2.26
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲

CAPEX Projects:

- The cart path project has been nearing completion and with some luck from the weather, will be complete by January 2025. We closed the back 9 for 3 days in December as they worked in tight areas and around bridge approaches and exits.
- We continue to work on securing contractor(s) for our planned bunker renovation.
- We are currently working with the City to order our 3rd utility cart for Darren and a new range picker cart and assembly.

Tee Sheet Activity:

- There were 3,761 total rounds for the month which included 3,089 paid rounds, 416 Annual Pass rounds and 256 other rounds. These numbers fell short of budget by 5%.
- The daily temperatures were much cooler in December and with periodic rainfall, our tee sheet was affected by cart path only situations on several days. Non-resident play continues to increase and passholder play was up.
- Dynamic pricing remained on in December, with only non-resident play being affected by this pricing strategy.
- Starters and Players Assistants earned an 9.7 Staff Experience rating in December.

DECEMBER 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,089	3,267	3,009	8,418	8,951	8,903
ANNUAL	416	381	361	1,027	1,009	1,038
OTHER	256	315	315	674	742	742
TOTAL ROUNDS	3,761	3,963	3,685	10,119	10,702	10,683

Course & Grounds

- The teeing grounds continue to shine with the lush rye overseed.
- The greens have picked up speed and are rolling the best they have all year.
- We are concerned with fungus and disease as the very cool and wet weather patterns continue their path through our region. Darren has been getting ahead of it with his fungicide applications.

- Our 2025 dates are set for our greens aerations and we look forward to utilizing our Ninja tines, hopefully requiring less downtime and a lower topdress sand spend.
- The Golf Course Conditions Satisfaction rating for December came in at 9.5, (.1 lower than prior month) as the course is in truly excellent playing condition.

Golf Operations

- We generated \$27.4K in Golf Shop sales (\$5.4K over budget). Our COGS (69%) were 1% above budget. The daily/monthly raffles keep the community engaged and functions as a constant pipeline for merchandise turnover.
- Cart revenue (\$58.7K) exceeded budget by \$1K.
- Golf instruction (\$695) was low as the weather was not ideal for most. The Saturday clinics continue to produce solid participation, with 6-10 students each Saturday.
- 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 52 players in December, the WGA 18-holers, about 20, and the WGA 9-holers averaged 20 players. NOTE: Holidays and poor play day weather conditions contributed to this drop off from November.
- December was a slow month for tournament activity. We hosted one large external event, and several smaller outings and leagues. With 364 total tournament/outing players, we generated \$23.3K in revenue and rave reviews from the participants.
- Our Christmas Eve shotgun event generated 91 rounds.

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 launched a post card mailer campaign to 3K households and will be monitoring its success in the coming months.
- Leslie has a full pipeline of tournaments and the challenge becomes maintaining a balance for the pass holders and residents of Port Orange, given that 95% of tournaments want to book Saturdays.
- In December we attended a Daytona Hospitality meeting at the Daytona Aquarium, as well as some Morning Mixers and Business after Hours at various

venues. Leslie and Jeff will continue to solidify our connections with our industry colleagues in Port Orange and the surrounding areas.

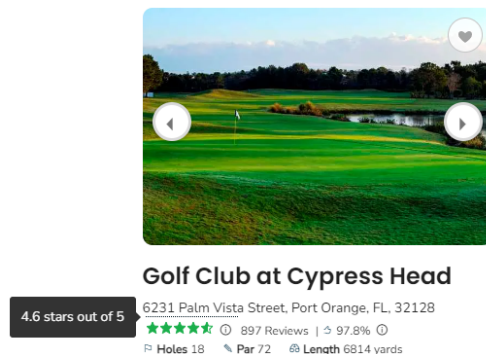
- We continue to target the Orlando market and have joined their Chamber to attract more visitors to Port Orange.
- We continue to maintain our database of emails with approximately 25,827 unique e-mail addresses (+476 from prior month). Our Facebook followers are at 1,660(up 6) and Instagram is up to 563 (up 15) followers.
- Nightly surveys continued to be strong in December, highlighted by 74 surveys being submitted and an NPS of 89.2. (Please see table).

	Last Month (Dec)					Total
	Week of 12/01	Week of 12/08	Week of 12/15	Week of 12/22	Week of 12/29	
# of responses	18	19	12	18	7	74
Net Promoter Score						
Property NPS	94.4	94.7	91.7	77.8	85.7	89.2
Main Score	94.4	94.7	91.7	77.8	85.7	89.2
Key Metrics						
Likelihood to Return	94.4	89.5	100.0	83.3	100.0	91.9
Overall Experience Satisfaction	9.8	9.5	9.5	9.4	9.0	9.5
Service Satisfaction	9.9	9.8	9.5	9.7	9.6	9.8
Value Perception	9.2	9.2	10.0	9.4	9.4	9.4

Google



GolfAdvisor



SUMMARY:

Our beautiful golf weather came to a screeching halt when December rolled in. While the golf course is playing beautifully, the weather patterns have been inconsistent at best. Even given cooler temps and many cart paths only days, our Team managed a 89.2 NPS score for December. Darren and his team continue to implement sound agronomical practices and work hard every day to keep the course looking and playing incredibly well. We hope to wrap up the cart path project by the close of January and will focus on our bunker renovation process.

Jeff and Leslie remained busy networking the local hospitality industry at the Daytona Aquarium in an effort to re-connect with our local business partners. Our main point of focus will continue to be with the POSD Chamber, the Daytona Convention & Visitors Bureau and the Lodging & Hospitality Association Partners. We have met with the Daytona Tortugas and will re-visit this potential relationship in the coming weeks. Leslie continues to explore potential partnerships with many area events, including the NASCAR races and Jeep Beach. We will continue to market the Orlando market segment as we have seen some great traction from our efforts thus far. We also just launched a post card to neighboring communities, as we have been experiencing a higher volume of membership requests from current members of other clubs in our area. We are very optimistic as a Team for the many programs and events coming in 2025.

Respectfully Submitted,

Jeff Dayton, PGA

Matt Lindley

General Manager
Cypress Head Golf Club

Vice President Operations
KemperSports Management



The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 31, 2024

	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024
REVENUES													
Green Fees & Cart Fees	155,131.80	157,914.22	199,662.20	236,965.68	201,528.02	160,539.30	138,029.42	132,453.74	104,152.58	119,572.75	84,939.77	162,828.62	148,571.36
Merchandise	17,287.31	29,579.36	25,565.08	30,766.90	45,649.17	27,605.84	43,083.89	23,220.61	19,083.92	30,402.90	11,351.54	30,302.30	25,406.46
Other Pro Shop	1,794.39	3,218.00	5,298.78	6,024.39	3,778.17	2,763.17	2,109.98	2,034.39	1,774.39	1,475.00	1,242.45	2,683.00	1,960.00
Range	5,358.83	4,719.32	6,542.87	7,860.89	8,649.11	10,114.34	7,779.70	5,865.03	5,444.98	6,184.61	2,296.51	6,294.13	4,999.31
Other Operating Revenues	2,939.85	3,249.49	3,764.70	4,508.71	3,926.85	3,317.07	3,008.00	2,844.91	2,443.06	2,340.97	1,746.52	3,555.14	3,125.03
TOTAL REVENUE	182,512.18	198,680.39	240,833.63	286,126.57	263,531.32	204,339.72	194,010.99	166,418.68	132,898.93	159,976.23	101,576.79	205,663.19	184,062.16
COST OF SALES													
Merchandise	16,523.03	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60
TOTAL COGS	16,523.03	14,842.92	18,263.19	18,707.82	30,457.62	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60
PAYROLL													
Course and Grounds	39,012.23	41,733.77	39,770.32	38,907.54	41,749.05	44,539.06	40,260.93	47,477.30	43,491.45	45,854.54	49,171.10	47,569.72	47,302.12
Carts, Range, Starters, Etc.	14,286.58	16,255.20	16,166.47	18,497.18	19,834.24	18,376.10	16,665.60	12,785.16	12,762.52	12,533.41	11,201.65	15,165.97	15,101.81
Pro Shop	11,954.46	13,617.60	14,668.39	15,759.94	14,857.36	14,896.49	14,894.38	14,983.79	11,887.90	13,204.32	11,174.34	14,631.28	12,897.27
General and Administrative	20,725.26	17,825.47	18,442.15	16,612.13	17,416.48	18,692.70	17,254.52	17,950.28	18,018.61	23,998.53	18,349.71	23,543.09	13,589.38
Marketing	9,608.16	7,104.33	10,218.74	7,211.79	8,417.25	8,851.04	8,203.37	8,185.65	8,002.83	10,229.48	7,290.30	8,236.74	8,720.47
TOTAL PAYROLL	95,586.69	96,536.37	99,266.07	96,988.58	102,274.38	105,355.39	97,278.80	101,382.18	94,163.31	105,820.28	97,187.10	109,146.80	97,611.05
OPERATING EXPENSES													
Course and Grounds	27,606.37	24,656.02	26,789.69	31,433.74	31,255.02	44,865.79	20,776.66	28,438.50	31,391.29	19,591.18	15,230.30	23,835.93	14,845.31
Carts, Range, Starters, Etc.	10,549.89	8,228.13	7,859.49	11,360.92	9,330.33	8,190.84	7,821.09	11,775.57	8,367.17	7,669.52	715.08	738.69	5,463.29
Pro Shop	2,798.88	2,031.08	6,002.20	2,227.99	325.74	62.85	922.55	872.50	417.60	(52.60)	630.32	(543.75)	1,096.88
General and Administrative	33,367.23	29,882.31	34,006.78	29,024.74	31,006.61	28,027.94	33,434.87	26,357.30	28,109.87	30,589.93	27,593.44	30,674.23	38,163.82
Marketing	2,378.62	710.07	444.65	1,492.31	3,855.12	1,570.82	1,962.39	958.33	1,188.86	2,099.14	466.02	1,361.27	1,465.52
TOTAL OPERATING EXPENSES	76,700.99	65,507.61	75,102.81	75,539.70	75,772.82	82,718.24	64,917.56	68,402.20	69,474.79	59,897.17	44,635.16	56,066.37	61,034.82
TOTAL EXPENSES	188,810.71	176,886.90	192,632.07	191,236.10	208,504.82	210,991.36	197,740.02	179,175.67	177,125.68	189,677.42	149,807.70	188,766.33	176,280.47
EBITDA	(6,298.53)	21,793.49	48,201.56	94,890.47	55,026.50	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69

The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 31, 2024

	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024
EBITDA	(6,298.53)	21,793.49	48,201.56	94,890.47	55,026.50	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69
MANAGEMENT FEES	(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)	(6,789.76)	(6,789.76)	(6,789.76)
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	(12,986.06)	15,105.96	41,514.03	88,202.94	48,338.97	(13,339.17)	(10,416.56)	(19,444.52)	(50,914.28)	(36,388.72)	(55,116.20)	10,011.57	896.40
Paid Rounds	3,009.00	3,565.00	4,156.00	5,059.00	4,469.00	3,726.00	3,320.00	3,124.00	2,583.00	2,639.00	1,856.00	3,473.00	3,089.00
Annual Pass Rounds	361.00	340.00	416.00	425.00	405.00	322.00	317.00	354.00	371.00	298.00	207.00	404.00	416.00
Other Rounds	315.00	250.00	243.00	318.00	290.00	253.00	237.00	285.00	245.00	238.00	179.00	239.00	256.00
Total Rounds	3,685.00	4,155.00	4,815.00	5,802.00	5,164.00	4,301.00	3,874.00	3,763.00	3,199.00	3,175.00	2,242.00	4,116.00	3,761.00
Revenue/Paid Rounds	60.66	55.73	57.95	56.56	58.97	54.84	58.44	53.27	51.45	60.62	54.73	59.22	59.59
Revenue/Total Rounds	49.53	47.82	50.02	49.32	51.03	47.51	50.08	44.23	41.54	50.39	45.31	49.97	48.94

The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 31, 2024

	<u>12/31/2024</u>	<u>9/30/2024</u>	<u>12/31/2023</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	236,415	305,463	225,837
Cash - Payroll	74,671	30,096	80,731
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>312,436</u>	<u>336,909</u>	<u>307,917</u>
Accounts Receivable			
A/R Member	5,877	1,543	696
Total Accounts Recievable	<u>5,877</u>	<u>1,543</u>	<u>696</u>
Other Current Assets			
Inventory - Merchandise	102,911	105,046	110,001
Prepaid Insurance	38,783	48,286	35,960
Prepaid Exp - Other	43,636	11,397	43,426
Total Other Current Assets	<u>185,330</u>	<u>164,729</u>	<u>189,388</u>
TOTAL CURRENT ASSETS	<u>503,644</u>	<u>503,180</u>	<u>498,001</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	(33,694)	(33,407)	(32,548)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>2,454</u>	<u>2,741</u>	<u>3,600</u>
TOTAL ASSETS	<u><u>506,098</u></u>	<u><u>505,921</u></u>	<u><u>501,601</u></u>

The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 31, 2024

	<u>12/31/2024</u>	<u>9/30/2024</u>	<u>12/31/2023</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	75,929	44,253	91,952
Accts Pay - Other	185,858	202,954	209,887
Accrued Expenses	0	1,097	5,610
Accrued Payroll	68,172	49,798	49,955
Accrued Taxes	10,923	8,452	10,451
Deferred Revenue	209,420	199,364	203,342
TOTAL CURRENT LIABILITIES	<u>550,303</u>	<u>505,918</u>	<u>571,196</u>
TOTAL LIABILITIES	<u>550,303</u>	<u>505,918</u>	<u>571,196</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	(44,206)	3	(69,595)
Net Retained Earnings	(44,206)	3	(69,595)
Stockholders Equity	(44,206)	3	(69,595)
TOTAL STOCKHOLDER'S EQUITY	<u>(44,206)</u>	<u>3</u>	<u>(69,595)</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>506,098</u>	<u>505,921</u>	<u>501,601</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending Tuesday, December 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	155,132	405,246	1,856,064	22.%	148,571	396,340	1,963,221	20.%
Merchandise	17,287	65,388	340,345	19.%	25,406	67,060	312,000	21.%
Other Pro Shop	1,794	4,935	33,412	15.%	1,960	5,885	44,319	13.%
Range	5,359	13,075	76,236	17.%	4,999	13,590	80,609	17.%
Other Operating Revenues	2,940	8,399	37,803	22.%	3,125	8,427	38,951	22.%
TOTAL REVENUE	182,512	497,044	2,343,861	21.%	184,062	491,302	2,439,100	20.%
COST OF SALES								
Merchandise	16,523	51,897	239,469	22.%	17,635	49,173	213,650	23.%
TOTAL COGS	16,523	51,897	239,469	22.%	17,635	49,173	213,650	23.%
COGS - Merchandise %	96.%	79.%	70.%	113.%	69.%	73.%	68.%	107.%
PAYROLL								
Course and Grounds	39,012	119,942	503,726	24.%	47,302	144,043	561,966	26.%
Carts, Range, Starters, Etc.	14,287	41,992	185,868	23.%	15,102	41,469	221,847	19.%
Pro Shop	11,954	36,990	165,760	22.%	12,897	38,703	177,463	22.%
General and Administrative	20,725	56,621	222,831	25.%	13,589	55,482	216,683	26.%
Marketing	9,608	22,823	99,247	23.%	8,720	24,248	97,743	25.%
TOTAL PAYROLL	95,587	278,367	1,177,432	24.%	97,611	303,945	1,275,702	24.%
OPERATING EXPENSES								
Course and Grounds	27,606	82,747	341,945	24.%	14,845	53,912	374,055	14.%
Carts, Range, Starters, Etc.	10,550	26,423	107,026	25.%	5,463	6,917	105,917	7.%
Pro Shop	2,799	8,108	20,918	39.%	1,097	1,183	16,490	7.%
General and Administrative	33,367	92,881	363,322	26.%	38,164	96,431	336,073	29.%
Marketing	2,379	6,154	20,436	30.%	1,466	3,293	26,000	13.%
TOTAL OPERATING EXPENSES	76,701	216,314	853,647	25.%	61,035	161,736	858,535	19.%
TOTAL EXPENSES	188,811	546,578	2,270,548	24.%	176,280	514,855	2,347,887	22.%

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending Tuesday, December 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	(6,592)	(19,776)	(79,104)	25.%	(6,790)	(20,369)	(81,480)	25.%
Depreciation & Amortization	(96)	(287)	(1,146)	25.%	(96)	(287)	(1,146)	25.%
TOTAL OTHER INCOME (EXPENSE)	(6,688)	(20,063)	(80,250)	25.%	(6,885)	(20,656)	(82,626)	25.%
NET INCOME	(12,986)	(69,597)	(6,938)	1003.%	896	(44,208)	8,587	(515.%)
Paid Rounds	3,009	8,903			3,089	8,418	41,475	20.%
Annual Pass Rounds	361	1,038			416	1,027	4,907	21.%
Other Rounds	315	742			256	674	2,739	25.%
Total Rounds	3,685	10,683			3,761	10,119	49,121	21.%
Revenue/Paid Rounds	61	56			60	58	59	99.%
Revenue/Total Rounds	50	47			49	49	50	98.%

The Golf Club at Cypress Head
Course Cash Flow Report
Tuesday, December 31, 2024

	<u>December</u>	<u>YTD</u>
EBITDA	\$7,781.69	(\$23,552.36)
Management Fee Expense	(6,789.76)	(20,369.28)
Depreciation & Amortization	(95.53)	(286.59)
Net Income	896.40	(44,208.23)
 Working Capital Changes		
Inventory	4,672.90	2,134.48
Receivables	(5,456.99)	(4,334.45)
Payables	4,712.86	31,676.46
Due to from the City	497.78	(17,095.68)
Prepays	12,606.65	(22,736.32)
Accrued Liabilities	(5,549.03)	19,748.38
Other Liabilities	(5,163.37)	10,056.24
Depreciation & Amortization	95.53	286.59
Operating Cash Flow	7,312.73	(24,472.53)
 Investing Cash Flows		
 Financing Cash Flow		
 Net Cash Flows	7,312.73	(24,472.53)
 Beginning Cash	305,123.60	336,908.86
Net Cash Flows	7,312.73	(24,472.53)
Ending Cash	312,436.33	312,436.33

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending Tuesday, December 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												
89,888	104,495	86.0%	102,464	88.0%	Green Fees	238,471	287,150	83.0%	252,946	94.0%	1,259,601	1,160,493
58,683	57,781	102.0%	52,668	111.0%	Cart Fee	157,869	156,581	101.0%	152,301	104.0%	703,621	686,664
25,406	20,000	127.0%	17,287	147.0%	Merchandise	67,060	60,000	112.0%	65,388	103.0%	312,000	342,018
90	210	43.0%	210	43.0%	Handicap Fee	90	260	35.0%	235	38.0%	7,700	6,700
695	1,300	53.0%	1,140	61.0%	Lessons	3,445	2,500	138.0%	2,267	152.0%	26,850	15,358
1,175	500	235.0%	444	264.0%	Rental Clubs	2,350	2,430	97.0%	2,434	97.0%	9,769	12,303
4,999	5,459	92.0%	5,359	93.0%	Range	13,590	13,375	102.0%	13,075	104.0%	80,609	76,751
3,125	2,940	106.0%	2,940	106.0%	City Surcharge R & R	8,427	8,402	100.0%	8,399	100.0%	38,951	37,830
184,062	192,685	96.0%	182,512	101.0%	Total Revenues	491,302	530,697	93.0%	497,044	99.0%	2,439,100	2,338,119
COST OF GOODS SOLD												
17,635	13,600	130.0%	16,523	107.0%	COGS - Merchandise	49,173	41,000	120.0%	51,897	95.0%	213,650	236,745
17,635	13,600	130.0%	16,523	107.0%	Total COGS	49,173	41,000	120.0%	51,897	95.0%	213,650	236,745
166,428	179,085	93.0%	165,989	100.0%	GROSS MARGIN	442,129	489,697	90.0%	445,147	99.0%	2,225,450	2,101,374
69.0%	68.0%	101.0%	96.0%	72.0%	COGS - Merchandise %	73.0%	68.0%	107.0%	79.0%	92.0%	68.0%	821.0%
PAYROLL												
33,015	36,614	90.0%	38,880	85.0%	Gross Payroll - Salaried	113,160	109,843	103.0%	109,435	103.0%	439,372	453,544
48,863	54,742	89.0%	40,031	122.0%	Gross Payroll - Hourly	145,223	161,657	90.0%	124,654	117.0%	646,520	568,563
81,878	91,356	90.0%	78,912	104.0%	S/T Wages	258,383	271,500	95.0%	234,089	110.0%	1,085,892	1,022,107
6,559	6,989	94.0%	9,573	69.0%	Payroll Tax - FICA	19,446	20,770	94.0%	18,592	105.0%	83,071	75,521
56	2	3658.0%	(2,098)	(3.0%)	Payroll Tax - UC	196	12	1581.0%	597	33.0%	2,873	2,286
1,502	989	152.0%	2,376	63.0%	Payroll Tax - WC	3,896	2,940	133.0%	5,054	77.0%	12,105	17,942
7,616	7,531	101.0%	6,824	112.0%	Benefits	22,025	22,590	97.0%	20,035	110.0%	91,762	85,154
15,733	15,511	101.0%	16,675	94.0%	S/T Adders	45,562	46,312	98.0%	44,278	103.0%	189,810	180,903
97,611	106,867	91.0%	95,587	102.0%	TOTAL PAYROLL	303,945	317,813	96.0%	278,367	109.0%	1,275,702	1,203,010
OPERATING EXPENSES												
36	0	0.0%	0	0.0%	Cart Supplies	152	50	303.0%	11	1425.0%	450	630
1,092	800	136.0%	914	119.0%	Chemicals	2,208	2,400	92.0%	1,811	122.0%	9,600	7,895
0	600	0.0%	0	0.0%	Course Accessories	2,942	1,200	245.0%	509	578.0%	5,600	7,114
1,510	1,500	101.0%	1,547	98.0%	Fertilizer	17,643	14,100	125.0%	12,892	137.0%	60,100	48,949
0	0	0.0%	0	0.0%	Flowers/Decor	0	700	0.0%	60	0.0%	2,100	77
1,580	1,500	105.0%	1,492	106.0%	Fuel	5,314	5,400	98.0%	5,089	104.0%	21,100	18,928
1,066	1,500	71.0%	649	164.0%	Fungicides	3,584	4,600	78.0%	3,227	111.0%	6,600	6,924
0	4,500	0.0%	4,458	0.0%	Herbicides	(2,989)	6,700	(45.0%)	5,459	(55.0%)	35,900	27,173
0	0	0.0%	1,062	0.0%	Insecticides	(1,338)	0	0.0%	2,125	(63.0%)	12,800	5,172
435	50	871.0%	35	1246.0%	Janitorial Supplies	1,812	650	279.0%	673	269.0%	3,600	5,941
150	0	0.0%	0	0.0%	Laundry/Uniforms	180	400	45.0%	42	434.0%	575	180
671	700	96.0%	662	101.0%	Office Supplies	1,738	1,550	112.0%	1,525	114.0%	4,450	6,277
0	0	0.0%	0	0.0%	Printing	48	1,500	3.0%	1,598	3.0%	3,100	958
3,625	0	0.0%	0	0.0%	Range Balls	3,625	0	0.0%	0	0.0%	6,500	10,500
1,111	0	0.0%	0	0.0%	Range Equipment	1,111	200	555.0%	0	0.0%	1,000	2,493
0	1,000	0.0%	1,182	0.0%	Range Expenses	98	1,000	10.0%	1,182	8.0%	2,175	734
3,214	1,500	214.0%	1,447	222.0%	Sand/Topdress	4,697	2,500	188.0%	2,441	192.0%	15,000	15,721
0	0	0.0%	0	0.0%	Seeds/Trees	2,995	5,000	60.0%	3,520	85.0%	7,900	4,895
0	0	0.0%	0	0.0%	Small Tools	348	600	58.0%	0	0.0%	1,800	714
0	0	0.0%	0	0.0%	Staff/Volunteer Uniforms	0	0	0.0%	0	0.0%	0	314
410	600	68.0%	596	69.0%	Supplies	650	960	68.0%	3,697	18.0%	3,240	2,643
525	1,000	53.0%	1,737	30.0%	Tournament Expense	372	1,100	34.0%	1,993	19.0%	3,050	3,494
142	150	95.0%	142	100.0%	Alarm System	723	450	161.0%	426	170.0%	1,900	2,465
0	50	0.0%	47	0.0%	Cart Repairs	0	50	0.0%	47	0.0%	750	297
1,824	1,150	159.0%	1,008	181.0%	Computer Service	5,793	3,450	168.0%	3,100	187.0%	13,800	24,979
1,000	1,100	91.0%	1,075	93.0%	Contract Cleaning	3,000	3,300	91.0%	3,075	98.0%	13,200	12,000
0	200	0.0%	179	0.0%	Guest Relations	0	1,600	0.0%	1,598	0.0%	2,360	4,594
162	400	40.0%	465	35.0%	Handicap Expense	162	400	40.0%	465	35.0%	6,850	6,812
1,218	540	225.0%	0	0.0%	Irrigation	3,440	1,620	212.0%	350	983.0%	6,480	9,368
0	0	0.0%	0	0.0%	Lesson Expense	0	0	0.0%	0	0.0%	1,200	583
0	0	0.0%	0	0.0%	Pest Control	0	0	0.0%	0	0.0%	0	18
572	2,000	29.0%	2,626	22.0%	Repair & Maint - Paths	761	2,000	38.0%	2,901	26.0%	4,000	1,600
2,416	2,450	99.0%	2,945	82.0%	Repair & Maint - Equipment	6,309	7,150	88.0%	6,061	104.0%	29,900	33,716
1,041	400	260.0%	1,417	73.0%	Repair & Maint - Building	1,763	1,200	147.0%	4,926	36.0%	4,800	7,420

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending Tuesday, December 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	
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	21,423	0.0%	21,423	0.0%	85,692	64,269
185	9,945	2.2%	9,945	2.2%	Equipment Lease	555	29,835	2.2%	29,835	2.2%	119,340	92,566
206	206	100.0%	206	100.0%	Off-Site Storage	412	618	67.7%	618	67.7%	2,472	2,266
937	950	99.9%	901	104.4%	Utilities - Electric	2,712	2,850	95.2%	2,835	96.6%	11,400	11,417
3,920	3,800	103.2%	3,492	112.2%	Utilities - Other	11,874	11,400	104.2%	11,944	99.9%	45,600	51,661
175	200	88.0%	199	88.0%	Utilities - Telephone/Fax	562	600	94.0%	596	94.0%	2,400	2,345
279	225	124.0%	236	118.2%	Utilities - Water	883	675	131.0%	660	134.0%	2,700	3,600
850	400	213.0%	0	0.0%	Adv/Promo - Organizations	1,145	1,000	115.0%	0	0.0%	2,000	2,285
0	85	0.0%	0	0.0%	Adv/Promo - Promotional	86	255	34.0%	0	0.0%	1,000	308
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	0	0.0%	0	0.0%	Adv/Promo - Direct Mail	0	1,000	0.0%	0	0.0%	3,000	0
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	250	0.0%	0	0.0%	500	0
116	500	23.2%	2,379	5.0%	Adv/Promo - Mktg/Bus Dev	562	1,500	37.5%	6,154	9.0%	6,000	8,873
0	0	0.0%	0	0.0%	Adv/Promo - Radio/TV	0	1,200	0.0%	0	0.0%	5,000	1,158
500	600	83.3%	0	0.0%	Adv/Promo - Website	1,500	2,000	75.0%	0	0.0%	8,000	4,250
407	300	136.0%	250	163.0%	Bank Charges	1,142	900	127.0%	778	147.0%	4,200	4,305
(1)	0	0.0%	(20)	7.0%	Cash Short/(Over)	(49)	0	0.0%	(504)	10.0%	0	(644)
240	330	73.0%	290	83.0%	Cell Phone	720	990	73.0%	720	100.0%	3,960	2,880
3,125	2,940	106.6%	2,940	106.6%	City Surcharge R & R	8,427	8,402	100.0%	8,399	100.0%	38,951	37,830
4,767	5,000	95.3%	3,585	133.0%	Credit Card Discounts	14,989	15,000	100.0%	14,760	102.0%	60,000	60,534
0	0	0.0%	0	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
0	110	0.0%	110	0.0%	Dues & Subscriptions	110	420	26.0%	420	26.0%	1,140	2,226
0	0	0.0%	0	0.0%	Education & Training	0	0	0.0%	602	0.0%	785	760
2,830	1,500	189.0%	1,468	193.0%	Employee Relations	5,056	4,350	116.0%	6,205	81.0%	6,550	8,656
0	50	0.0%	36	0.0%	Employee Testing	53	50	106.0%	36	146.0%	200	242
9,985	10,200	98.0%	9,213	108.0%	Insurance Expense	29,954	30,600	98.0%	27,640	108.0%	122,400	115,093
0	0	0.0%	0	0.0%	Member Relations	45	0	0.0%	407	11.0%	900	815
8,000	8,000	100.0%	8,000	100.0%	O/S - Accounting	10,500	10,000	105.0%	10,000	105.0%	17,500	19,500
0	0	0.0%	0	0.0%	O/S - Other	0	0	0.0%	0	0.0%	6,000	6,000
487	450	108.0%	449	109.0%	Payroll Processing Fee	1,441	1,350	107.0%	1,389	104.0%	5,650	6,202
142	100	142.0%	173	82.0%	Postage/Shipping	558	200	279.0%	460	121.0%	1,100	1,826
5	(30)	(17.0%)	(30)	(17.0%)	Tax/Licenses/Fees	145	(90)	(161.0%)	(90)	(161.0%)	(285)	65
82	50	165.0%	55	149.0%	Travel - Other	1,121	100	1121.0%	224	501.0%	2,000	5,374
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
61,035	76,742	80.0%	76,701	80.0%	TOTAL OPERATING EXPENSES	161,736	219,208	74.0%	216,314	75.0%	858,535	799,069
7,782	(4,524)	(172.0%)	(6,299)	(124.0%)	EBITDA	(23,552)	(47,323)	50.0%	(49,534)	48.0%	91,213	99,294
6,790	6,790	100.0%	6,592	103.0%	Management Fee	20,369	20,370	100.0%	19,776	103.0%	81,480	79,697
6,790	6,790	100.0%	6,592	103.0%	Management Fees	20,369	20,370	100.0%	19,776	103.0%	81,480	79,697
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	69	69	100.0%	69	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	217	217	100.0%	217	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	287	287	100.0%	287	100.0%	1,146	1,146
896	(11,409)	(8.0%)	(12,986)	(7.0%)	NET INCOME	(44,208)	(67,980)	65.0%	(69,597)	64.0%	8,587	18,450

The Golf Club at Cypress Head
Course Grounds
For the Three Months Ending Tuesday, December 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												
89,888	104,495	86.%	102,464	88.%	Green Fees	238,471	287,150	83.%	252,946	94.%	1,259,601	1,160,493
3,125	2,940	106.%	2,940	106.%	City Surcharge R & R	8,427	8,402	100.%	8,399	100.%	38,951	37,830
93,013	107,435	87.%	105,404	88.%	Total Revenues	246,898	295,552	84.%	261,345	94.%	1,298,552	1,198,324
93,013	107,435	87.%	105,404	88.%	GROSS MARGIN	246,898	295,552	84.%	261,345	94.%	1,298,552	1,198,324
PAYROLL												
12,138	11,720	104.%	11,794	103.%	Gross Payroll - Salaried	35,606	35,159	101.%	34,764	102.%	140,637	139,458
28,493	28,772	99.%	21,301	134.%	Gross Payroll - Hourly	88,800	85,048	104.%	67,558	131.%	338,431	313,330
40,631	40,492	100.%	33,096	123.%	S/T Wages	124,407	120,207	103.%	102,321	122.%	479,068	452,788
3,056	3,098	99.%	3,563	86.%	Payroll Tax - FICA	9,221	9,196	100.%	7,575	122.%	36,649	33,515
23	0	0.%	(1,006)	(2.%)	Payroll Tax - UC	88	0	0.%	172	51.%	862	748
666	439	152.%	888	75.%	Payroll Tax - WC	1,844	1,302	142.%	2,069	89.%	5,340	7,545
2,926	3,286	89.%	2,472	118.%	Benefits	8,483	9,857	86.%	7,805	109.%	40,047	33,230
6,671	6,822	98.%	5,916	113.%	S/T Adders	19,636	20,355	96.%	17,621	111.%	82,898	75,039
47,302	47,315	100.%	39,012	121.%	TOTAL PAYROLL	144,043	140,562	102.%	119,942	120.%	561,966	527,827
OPERATING EXPENSES												
1,092	800	136.%	914	119.%	Chemicals	2,208	2,400	92.%	1,811	122.%	9,600	7,895
0	600	0.%	0	0.%	Course Accessories	2,942	1,200	245.%	509	578.%	5,600	7,114
1,510	1,500	101.%	1,547	98.%	Fertilizer	17,643	14,100	125.%	12,892	137.%	60,100	48,949
0	0	0.%	0	0.%	Flowers/Decor	0	700	0.%	60	0.%	2,100	77
1,580	1,500	105.%	1,492	106.%	Fuel	5,314	5,400	98.%	5,089	104.%	21,100	18,928
1,066	1,500	71.%	649	164.%	Fungicides	3,584	4,600	78.%	3,227	111.%	6,600	6,924
0	4,500	0.%	4,458	0.%	Herbicides	(2,989)	6,700	(45.%)	5,459	(55.%)	35,900	27,173
0	0	0.%	1,062	0.%	Insecticides	(1,338)	0	0.%	2,125	(63.%)	12,800	5,172
3,214	1,500	214.%	1,447	222.%	Sand/Topdress	4,697	2,500	188.%	2,441	192.%	15,000	15,721
0	0	0.%	0	0.%	Seeds/Trees	2,995	5,000	60.%	3,520	85.%	7,900	4,895
0	0	0.%	0	0.%	Small Tools	348	600	58.%	0	0.%	1,800	714
0	0	0.%	0	0.%	Staff/Volunteer Uniforms	0	0	0.%	0	0.%	0	314
1,218	540	225.%	0	0.%	Irrigation	3,440	1,620	212.%	350	983.%	6,480	9,368
572	2,000	29.%	2,626	22.%	Repair & Maint - Paths	761	2,000	38.%	2,901	26.%	4,000	1,600
1,968	2,300	86.%	1,407	140.%	Repair & Maint - Equipment	5,795	6,900	84.%	4,523	128.%	27,600	26,511
31	200	15.%	102	30.%	Repair & Maint - Building	718	600	120.%	490	147.%	2,400	1,608
185	9,945	2.%	9,945	2.%	Equipment Lease	555	29,835	2.%	29,835	2.%	119,340	92,566
246	300	82.%	253	97.%	Utilities - Electric	781	900	87.%	854	92.%	3,600	3,289
1,750	1,800	97.%	1,432	122.%	Utilities - Other	4,945	5,400	92.%	5,430	91.%	21,600	22,927
279	225	124.%	236	118.%	Utilities - Water	883	675	131.%	660	134.%	2,700	3,600
0	0	0.%	0	0.%	Education & Training	0	0	0.%	0	0.%	785	540
136	0	0.%	0	0.%	Employee Relations	577	550	105.%	536	108.%	850	791
0	50	0.%	36	0.%	Employee Testing	53	50	106.%	36	146.%	200	242
0	0	0.%	0	0.%	O/S - Other	0	0	0.%	0	0.%	6,000	6,000
0	0	0.%	0	0.%	Tax/Licenses/Fees	0	0	0.%	0	0.%	0	190
14,845	29,260	51.%	27,606	54.%	TOTAL OPERATING EXPENSES	53,912	91,730	59.%	82,747	65.%	374,055	313,109
30,866	30,861	100.%	38,785	80.%	EBITDA	48,943	63,259	77.%	58,656	83.%	362,531	357,387
30,866	30,861	100.%	38,785	80.%	NET INCOME	48,943	63,259	77.%	58,656	83.%	362,531	357,387

The Golf Club at Cypress Head
Carts
For the Three Months Ending Tuesday, December 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	
58,683	57,781	102.%	52,668	111.%	REVENUES	157,869	156,581	101.%	152,301	104.%	703,621	686,664
58,683	57,781	102.%	52,668	111.%	Cart Fee	157,869	156,581	101.%	152,301	104.%	703,621	686,664
58,683	57,781	102.%	52,668	111.%	Total Revenues	157,869	156,581	101.%	152,301	104.%	703,621	686,664
58,683	57,781	102.%	52,668	111.%	GROSS MARGIN	157,869	156,581	101.%	152,301	104.%	703,621	686,664
13,753	17,041	81.%	12,859	107.%	PAYROLL	37,796	50,113	75.%	37,993	99.%	202,577	167,794
13,753	17,041	81.%	12,859	107.%	Gross Payroll - Hourly	37,796	50,113	75.%	37,993	99.%	202,577	167,794
1,076	1,304	83.%	1,347	80.%	S/T Wages	2,971	3,834	77.%	2,991	99.%	15,497	13,192
31	0	0.0%	(235)	(13.%)	Payroll Tax - FICA	97	0	0.0%	231	42.%	1,191	1,098
219	185	118.%	310	70.%	Payroll Tax - UC	537	543	99.%	760	71.%	2,259	2,962
23	27	83.%	5	461.%	Payroll Tax - WC	68	81	84.%	16	417.%	322	300
1,349	1,516	89.%	1,427	94.%	Benefits	3,673	4,458	82.%	3,999	92.%	19,269	17,551
15,102	18,557	81.%	14,287	106.%	S/T Adders	41,469	54,571	76.%	41,992	99.%	221,847	185,345
36	0	0.0%	0	0.0%	TOTAL PAYROLL	152	50	303.%	11	1425.%	450	630
0	0	0.0%	0	0.0%	OPERATING EXPENSES	0	250	0.0%	247	0.0%	950	448
0	50	0.0%	47	0.0%	Cart Supplies	0	50	0.0%	47	0.0%	750	297
0	7,141	0.0%	7,141	0.0%	Supplies	0	21,423	0.0%	21,423	0.0%	85,692	64,269
692	650	106.%	648	107.%	Cart Repairs	1,931	1,950	99.%	1,981	97.%	7,800	8,128
728	7,841	9.%	7,836	9.%	Cart Lease	2,083	23,723	9.%	23,709	9.%	95,642	73,772
42,854	31,383	137.%	30,546	140.%	Utilities - Electric	114,316	78,287	146.%	86,600	132.%	386,132	427,547
42,854	31,383	137.%	30,546	140.%	TOTAL OPERATING EXPENSES	114,316	78,287	146.%	86,600	132.%	386,132	427,547
42,854	31,383	137.%	30,546	140.%	EBITDA	114,316	78,287	146.%	86,600	132.%	386,132	427,547
42,854	31,383	137.%	30,546	140.%	NET INCOME	114,316	78,287	146.%	86,600	132.%	386,132	427,547

The Golf Club at Cypress Head
Range
For the Three Months Ending Tuesday, December 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	
4,999	5,459	92.%	5,359	93.%	REVENUES	13,590	13,375	102.%	13,075	104.%	80,609	76,751
4,999	5,459	92.%	5,359	93.%	Range	13,590	13,375	102.%	13,075	104.%	80,609	76,751
4,999	5,459	92.%	5,359	93.%	Total Revenues	13,590	13,375	102.%	13,075	104.%	80,609	76,751
4,999	5,459	92.%	5,359	93.%	GROSS MARGIN	13,590	13,375	102.%	13,075	104.%	80,609	76,751
					OPERATING EXPENSES							
3,625	0	0.%	0	0.%	Range Balls	3,625	0	0.%	0	0.%	6,500	10,500
1,111	0	0.%	0	0.%	Range Equipment	1,111	200	555.%	0	0.%	1,000	2,493
0	1,000	0.%	1,182	0.%	Range Expenses	98	1,000	10.%	1,182	8.%	2,175	734
0	50	0.%	1,532	0.%	Repair & Maint - Equipment	0	150	0.%	1,532	0.%	600	21
4,736	1,050	451.%	2,714	174.%	TOTAL OPERATING EXPENSES	4,834	1,350	358.%	2,714	178.%	10,275	13,748
264	4,409	6.%	2,644	10.%	EBITDA	8,756	12,025	73.%	10,361	85.%	70,334	63,003
264	4,409	6.%	2,644	10.%	NET INCOME	8,756	12,025	73.%	10,361	85.%	70,334	63,003

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending Tuesday, December 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												
25,406	20,000	127.%	17,287	147.%	Merchandise	67,060	60,000	112.%	65,388	103.%	312,000	342,018
90	210	43.%	210	43.%	Handicap Fee	90	260	35.%	235	38.%	7,700	6,700
695	1,300	53.%	1,140	61.%	Lessons	3,445	2,500	138.%	2,267	152.%	26,850	15,358
1,175	500	235.%	444	264.%	Rental Clubs	2,350	2,430	97.%	2,434	97.%	9,769	12,303
27,366	22,010	124.%	19,082	143.%	Total Revenues	72,946	65,190	112.%	70,323	104.%	356,319	376,380
COST OF GOODS SOLD												
17,635	13,600	130.%	16,523	107.%	COGS - Merchandise	49,173	41,000	120.%	51,897	95.%	213,650	236,745
17,635	13,600	130.%	16,523	107.%	Total COGS	49,173	41,000	120.%	51,897	95.%	213,650	236,745
9,732	8,410	116.%	2,559	380.%	GROSS MARGIN	23,773	24,190	98.%	18,426	129.%	142,669	139,635
69.%	68.%	101.%	96.%	72.%	COGS - Merchandise %	73.%	68.%	107.%	79.%	92.%	68.%	821.%
PAYROLL												
4,043	3,713	109.%	4,480	90.%	Gross Payroll - Salaried	13,603	11,139	122.%	12,334	110.%	44,558	52,068
6,507	8,755	74.%	5,773	113.%	Gross Payroll - Hourly	18,196	25,983	70.%	18,467	99.%	103,479	86,162
10,551	12,468	85.%	10,253	103.%	S/T Wages	31,799	37,123	86.%	30,801	103.%	148,036	138,230
795	954	83.%	1,065	75.%	Payroll Tax - FICA	2,337	2,840	82.%	2,230	105.%	11,325	10,386
0	0	0.%	(291)	0.%	Payroll Tax - UC	8	8	95.%	67	11.%	554	449
180	135	134.%	266	68.%	Payroll Tax - WC	464	402	115.%	625	74.%	1,650	2,951
1,371	1,305	105.%	661	207.%	Benefits	4,096	3,914	105.%	3,266	125.%	15,898	15,457
2,346	2,394	98.%	1,701	138.%	S/T Adders	6,904	7,164	96.%	6,189	112.%	29,427	29,243
12,897	14,862	87.%	11,954	108.%	TOTAL PAYROLL	38,703	44,287	87.%	36,990	105.%	177,463	167,473
OPERATING EXPENSES												
0	0	0.%	0	0.%	Printing	0	1,500	0.%	1,598	0.%	3,100	910
410	600	68.%	596	69.%	Supplies	650	710	92.%	3,450	19.%	2,290	2,195
525	1,000	53.%	1,737	30.%	Tournament Expense	372	1,100	34.%	1,993	19.%	3,050	3,494
162	400	40.%	465	35.%	Handicap Expense	162	400	40.%	465	35.%	6,850	6,812
0	0	0.%	0	0.%	Lesson Expense	0	0	0.%	0	0.%	1,200	583
0	0	0.%	0	0.%	Education & Training	0	0	0.%	602	0.%	0	0
1,097	2,000	55.%	2,799	39.%	TOTAL OPERATING EXPENSES	1,183	3,710	32.%	8,108	15.%	16,490	13,993
(4,262)	(8,452)	50.%	(12,195)	35.%	EBITDA	(16,114)	(23,807)	68.%	(26,672)	60.%	(51,284)	(41,832)
(4,262)	(8,452)	50.%	(12,195)	35.%	NET INCOME	(16,114)	(23,807)	68.%	(26,672)	60.%	(51,284)	(41,832)

The Golf Club at Cypress Head
G A
For the Three Months Ending Tuesday, December 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												
9,436	14,273	66.%	14,422	65.%	Gross Payroll - Salaried	43,445	42,819	101.1%	42,654	102.2%	171,277	176,471
109	173	63.1%	98	112.2%	Gross Payroll - Hourly	430	513	84.0%	636	68.0%	2,034	1,277
9,545	14,446	66.2%	14,520	66.4%	S/T Wages	43,875	43,332	101.3%	43,289	101.5%	173,311	177,748
1,068	1,105	97.6%	2,807	38.0%	Payroll Tax - FICA	3,413	3,315	103.3%	4,336	79.9%	13,258	12,276
1	2	55.0%	(406)	(0.0%)	Payroll Tax - UC	3	5	70.0%	55	6.0%	141	(38)
319	156	204.5%	716	45.0%	Payroll Tax - WC	737	469	157.2%	1,206	61.1%	1,932	3,035
2,656	2,301	115.5%	3,089	86.6%	Benefits	7,454	6,904	108.0%	7,734	96.6%	28,042	28,671
4,044	3,564	113.5%	6,205	65.0%	S/T Adders	11,607	10,693	109.0%	13,331	87.8%	43,373	43,945
13,589	18,010	75.5%	20,725	66.1%	TOTAL PAYROLL	55,482	54,025	103.0%	56,621	98.0%	216,683	221,693
OPERATING EXPENSES												
435	50	871.0%	35	1246.0%	Janitorial Supplies	1,812	650	279.0%	673	269.0%	3,600	5,941
150	0	0.0%	0	0.0%	Laundry/Uniforms	180	400	45.0%	42	434.0%	575	180
671	700	96.0%	662	101.0%	Office Supplies	1,738	1,550	112.2%	1,525	114.4%	4,450	6,277
0	0	0.0%	0	0.0%	Printing	48	0	0.0%	0	0.0%	0	48
142	150	95.0%	142	100.0%	Alarm System	723	450	161.0%	426	170.0%	1,900	2,465
1,824	1,150	159.0%	1,008	181.0%	Computer Service	5,793	3,450	168.0%	3,100	187.0%	13,800	24,979
1,000	1,100	91.0%	1,075	93.0%	Contract Cleaning	3,000	3,300	91.0%	3,075	98.0%	13,200	12,000
0	200	0.0%	179	0.0%	Guest Relations	0	1,600	0.0%	1,598	0.0%	2,360	4,594
0	0	0.0%	0	0.0%	Pest Control	0	0	0.0%	0	0.0%	0	18
448	100	448.0%	6	8145.0%	Repair & Maint - Equipment	514	100	514.0%	6	9345.0%	1,700	7,184
1,010	200	505.0%	1,314	77.0%	Repair & Maint - Building	1,045	600	174.0%	4,436	24.0%	2,400	5,812
206	206	100.0%	206	100.0%	Off-Site Storage	412	618	67.0%	618	67.0%	2,472	2,266
2,169	2,000	108.0%	2,060	105.0%	Utilities - Other	6,929	6,000	115.5%	6,514	106.6%	24,000	28,734
175	200	88.0%	199	88.0%	Utilities - Telephone/Fax	562	600	94.0%	596	94.0%	2,400	2,345
407	300	136.0%	250	163.0%	Bank Charges	1,142	900	127.0%	778	147.0%	4,200	4,305
(1)	0	0.0%	(20)	7.0%	Cash Short/(Over)	(49)	0	0.0%	(504)	10.0%	0	(644)
240	330	73.0%	290	83.0%	Cell Phone	720	990	73.0%	720	100.0%	3,960	2,880
3,125	2,940	106.0%	2,940	106.0%	City Surcharge R & R	8,427	8,402	100.0%	8,399	100.0%	38,951	37,830
4,767	5,000	95.0%	3,585	133.0%	Credit Card Discounts	14,989	15,000	100.0%	14,760	102.0%	60,000	60,534
0	0	0.0%	0	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
0	110	0.0%	110	0.0%	Dues & Subscriptions	110	420	26.0%	420	26.0%	1,140	2,226
0	0	0.0%	0	0.0%	Education & Training	0	0	0.0%	0	0.0%	0	220
2,694	1,500	180.0%	1,468	184.0%	Employee Relations	4,479	3,800	118.0%	5,669	79.0%	5,700	7,865
9,985	10,200	98.0%	9,213	108.0%	Insurance Expense	29,954	30,600	98.0%	27,640	108.0%	122,400	115,093
0	0	0.0%	0	0.0%	Member Relations	45	0	0.0%	407	11.0%	900	815
8,000	8,000	100.0%	8,000	100.0%	O/S - Accounting	10,500	10,000	105.0%	10,000	105.0%	17,500	19,500
487	450	108.0%	449	109.0%	Payroll Processing Fee	1,441	1,350	107.0%	1,389	104.0%	5,650	6,202
142	100	142.0%	173	82.0%	Postage/Shipping	558	200	279.0%	460	121.0%	1,100	1,826
5	(30)	(17.0%)	(30)	(17.0%)	Tax/Licenses/Fees	145	(90)	(161.0%)	(90)	(161.0%)	(285)	(125)
82	50	165.0%	55	149.0%	Travel - Other	1,121	100	1121.0%	224	501.0%	2,000	5,374
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
38,164	35,006	109.0%	33,367	114.0%	TOTAL OPERATING EXPENSES	96,431	90,990	106.0%	92,881	104.0%	336,073	366,872
(51,753)	(53,016)	98.0%	(54,092)	96.0%	EBITDA	(151,914)	(145,015)	105.0%	(149,502)	102.0%	(552,756)	(588,565)
6,790	6,790	100.0%	6,592	103.0%	Management Fee	20,369	20,370	100.0%	19,776	103.0%	81,480	79,697
6,790	6,790	100.0%	6,592	103.0%	Management Fees	20,369	20,370	100.0%	19,776	103.0%	81,480	79,697
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	69	69	100.0%	69	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	217	217	100.0%	217	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	287	287	100.0%	287	100.0%	1,146	1,146
(58,638)	(59,902)	98.0%	(60,780)	96.0%	NET INCOME	(172,570)	(165,671)	104.0%	(169,565)	102.0%	(635,383)	(669,409)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending Tuesday, December 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												
7,398	6,908	107.%	8,183	90.%	Gross Payroll - Salaried	20,506	20,725	99.%	19,684	104.%	82,900	85,547
7,398	6,908	107.%	8,183	90.%	S/T Wages	20,506	20,725	99.%	19,684	104.%	82,900	85,547
563	528	107.%	790	71.%	Payroll Tax - FICA	1,503	1,585	95.%	1,460	103.%	6,342	6,152
0	0	0.%	(159)	0.%	Payroll Tax - UC	0	0	0.%	73	0.%	123	29
118	75	158.%	196	60.%	Payroll Tax - WC	314	224	140.%	394	80.%	924	1,448
642	611	105.%	598	107.%	Benefits	1,925	1,833	105.%	1,213	159.%	7,454	7,496
1,323	1,214	109.%	1,425	93.%	S/T Adders	3,742	3,643	103.%	3,139	119.%	14,843	15,125
8,720	8,123	107.%	9,608	91.%	TOTAL PAYROLL	24,248	24,368	100.%	22,823	106.%	97,743	100,672
OPERATING EXPENSES												
850	400	213.%	0	0.%	Adv/Promo - Organizations	1,145	1,000	115.%	0	0.%	2,000	2,285
0	85	0.%	0	0.%	Adv/Promo - Promotional	86	255	34.%	0	0.%	1,000	308
0	0	0.%	0	0.%	Adv/Promo - Local/Regional Print	0	500	0.%	0	0.%	500	701
0	0	0.%	0	0.%	Adv/Promo - Direct Mail	0	1,000	0.%	0	0.%	3,000	0
0	0	0.%	0	0.%	Adv/Promo - Special Events	0	250	0.%	0	0.%	500	0
116	500	23.%	2,379	5.%	Adv/Promo - Mktg/Bus Dev	562	1,500	37.%	6,154	9.%	6,000	8,873
0	0	0.%	0	0.%	Adv/Promo - Radio/TV	0	1,200	0.%	0	0.%	5,000	1,158
500	600	83.%	0	0.%	Adv/Promo - Website	1,500	2,000	75.%	0	0.%	8,000	4,250
1,466	1,585	92.%	2,379	62.%	TOTAL OPERATING EXPENSES	3,293	7,705	43.%	6,154	54.%	26,000	17,575
(10,186)	(9,708)	105.%	(11,987)	85.%	EBITDA	(27,540)	(32,073)	86.%	(28,977)	95.%	(123,743)	(118,246)
(10,186)	(9,708)	105.%	(11,987)	85.%	NET INCOME	(27,540)	(32,073)	86.%	(28,977)	95.%	(123,743)	(118,246)

The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 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												
148,571	162,276	92.%	155,132	96.%	Green Fees & Cart Fees	396,340	443,730	89.%	405,246	98.%	1,963,221	1,847,158
25,406	20,000	127.%	17,287	147.%	Merchandise	67,060	60,000	112.%	65,388	103.%	312,000	342,018
1,960	2,010	98.%	1,794	109.%	Other Pro Shop	5,885	5,190	113.%	4,935	119.%	44,319	34,362
4,999	5,459	92.%	5,359	93.%	Range	13,590	13,375	102.%	13,075	104.%	80,609	76,751
3,125	2,940	106.%	2,940	106.%	Other Operating Revenues	8,427	8,402	100.%	8,399	100.%	38,951	37,830
184,062	192,685	96.%	182,512	101.%	TOTAL REVENUE	491,302	530,697	93.%	497,044	99.%	2,439,100	2,338,119
COST OF SALES												
17,635	13,600	130.%	16,523	107.%	Merchandise	49,173	41,000	120.%	51,897	95.%	213,650	236,745
17,635	13,600	130.%	16,523	107.%	TOTAL COGS	49,173	41,000	120.%	51,897	95.%	213,650	236,745
PAYROLL												
47,302	47,315	100.%	39,012	121.%	Course and Grounds	144,043	140,562	102.%	119,942	120.%	561,966	527,827
15,102	18,557	81.%	14,287	106.%	Carts, Range, Starters, Etc.	41,469	54,571	76.%	41,992	99.%	221,847	185,345
12,897	14,862	87.%	11,954	108.%	Pro Shop	38,703	44,287	87.%	36,990	105.%	177,463	167,473
13,589	18,010	75.%	20,725	66.%	General and Administrative	55,482	54,025	103.%	56,621	98.%	216,683	221,693
8,720	8,123	107.%	9,608	91.%	Marketing	24,248	24,368	100.%	22,823	106.%	97,743	100,672
97,611	106,867	91.%	95,587	102.%	TOTAL PAYROLL	303,945	317,813	96.%	278,367	109.%	1,275,702	1,203,010
OPERATING EXPENSES												
14,845	29,260	51.%	27,606	54.%	Course and Grounds	53,912	91,730	59.%	82,747	65.%	374,055	313,109
5,463	8,891	61.%	10,550	52.%	Carts, Range, Starters, Etc.	6,917	25,073	28.%	26,423	26.%	105,917	87,520
1,097	2,000	55.%	2,799	39.%	Pro Shop	1,183	3,710	32.%	8,108	15.%	16,490	13,993
38,164	35,006	109.%	33,367	114.%	General and Administrative	96,431	90,990	106.%	92,881	104.%	336,073	366,872
1,466	1,585	92.%	2,379	62.%	Marketing	3,293	7,705	43.%	6,154	54.%	26,000	17,575
61,035	76,742	80.%	76,701	80.%	TOTAL OPERATING EXPENSES	161,736	219,208	74.%	216,314	75.%	858,535	799,069
176,280	197,209	89.%	188,811	93.%	TOTAL EXPENSES	514,855	578,021	89.%	546,578	94.%	2,347,887	2,238,825
7,782	(4,524)	(172.%)	(6,299)	(124.%)	EBITDA	(23,552)	(47,323)	50.%	(49,534)	48.%	91,213	99,294

The Golf Club at Cypress Head
For the Three Months Ending Tuesday, December 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	
7,782	(4,524)	(172.%)	(6,299)	(124.%)	EBITDA	(23,552)	(47,323)	50.%	(49,534)	48.%	91,213	99,294
(6,790)	(6,790)	100.%	(6,592)	103.%	MANAGEMENT FEES	(20,369)	(20,370)	100.%	(19,776)	103.%	(81,480)	(79,697)
(96)	(96)	100.%	(96)	100.%	OTHER INCOME (EXPENSE)	(287)	(287)	100.%	(287)	100.%	(1,146)	(1,146)
(96)	(96)	100.%	(96)	100.%	Depreciation & Amortization	(287)	(287)	100.%	(287)	100.%	(1,146)	(1,146)
896	(11,409)	(8.%)	(12,986)	(7.%)	TOTAL OTHER INCOME (EXPENSE)	(44,208)	(67,980)	65.%	(69,597)	64.%	8,587	18,450
					NET INCOME							
3,089	3,267	95.%	3,009	103.%	Paid Rounds	8,418	8,951	94.%	8,903	95.%	41,615	41,059
416	381	109.%	361	115.%	Annual Pass Rounds	1,027	1,009	102.%	1,038	99.%	4,907	4,275
256	315	81.%	315	81.%	Other Rounds	674	742	91.%	742	91.%	2,739	3,033
3,761	3,963	95.%	3,685	102.%	Total Rounds	10,119	10,702	95.%	10,683	95.%	49,261	48,367
60	59	101.%	61	98.%	Revenue/Paid Rounds	58	59	98.%	56	105.%	59	681
49	49	101.%	50	99.%	Revenue/Total Rounds	49	50	98.%	47	104.%	50	576

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 12/1/2024
Account: First

To:
12/31/2024
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	\$271,286.98	\$195,496.27	\$230,367.78	(\$34,871.51)	\$236,415.47
	10050-5950-900	Cash - Course Payroll BMO	\$32,486.62	\$130,000.00	\$87,815.76	\$42,184.24	\$74,670.86
	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	\$420.01	\$18,882.20	\$13,425.21	\$5,456.99	\$5,877.00
	12000-5950-900	Inventory - Merchandise	\$107,583.92	\$13,526.29	\$18,199.19	(\$4,672.90)	\$102,911.02
	13020-5950-900	Prepaid Insurance	\$48,767.70	\$0.00	\$9,984.79	(\$9,984.79)	\$38,782.91
	13040-5950-900	Prepaid Exp - Other	\$46,258.30	\$925.00	\$3,546.86	(\$2,621.86)	\$43,636.44
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,318.06)	\$0.00	\$23.12	(\$23.12)	(\$5,341.18)
	22080-5950-900	Accum. Deprec - Buildings	(\$28,280.37)	\$0.00	\$72.41	(\$72.41)	(\$28,352.78)
	30000-5950-900	Accts Pay - Trade	(\$71,216.51)	\$85,281.41	\$89,994.27	(\$4,712.86)	(\$75,929.37)
	30040-5950-900	Accts Pay - Other	(\$185,360.44)	\$499.02	\$996.80	(\$497.78)	(\$185,858.22)
	31000-5950-900	Accrued Expenses	(\$507.46)	\$507.46	\$0.00	\$507.46	\$0.00
	31020-5950-900	Accrued Payroll	(\$73,246.00)	\$56,097.96	\$50,943.13	\$5,154.83	(\$68,091.17)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$440.00	\$520.94	(\$80.94)	(\$80.94)
	31220-5950-900	Accrued Sales Tax	(\$10,891.01)	\$10,891.01	\$10,923.33	(\$32.32)	(\$10,923.33)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,125.03	\$3,125.03	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$10,272.63)	\$1,273.57	\$2,447.62	(\$1,174.05)	(\$11,446.68)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$19,073.67)	\$14,468.35	\$6,958.30	\$7,510.05	(\$11,563.62)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$28,929.60)	\$2,893.03	\$0.00	\$2,893.03	(\$26,036.57)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$47,169.27)	\$5,290.00	\$10,002.75	(\$4,712.75)	(\$51,882.02)
	32070-5950-900	Deferred Rev - Gift Cards	(\$30,284.94)	\$1,652.81	\$9,447.92	(\$7,795.11)	(\$38,080.05)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,395.73)	\$944.92	\$1,047.86	(\$102.94)	(\$10,498.67)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$68,457.69)	\$8,545.14	\$0.00	\$8,545.14	(\$59,912.55)
	49020-5950-900	Retained Earnings - Current	(\$2.72)	\$0.00	\$0.00	\$0.00	(\$2.72)
	50000-5950-100	Green Fees - Annual Pass	(\$15,220.06)	\$0.00	\$8,183.03	(\$8,183.03)	(\$23,403.09)
	5003A-5950-100	Green Fee - Group	(\$18,514.54)	\$0.00	\$4,884.44	(\$4,884.44)	(\$23,398.98)
	50040-5950-100	Green Fees - Member	(\$136.27)	\$0.00	\$487.48	(\$487.48)	(\$623.75)
	5006A-5950-100	Green Fee - Junior	(\$3,542.66)	\$200.00	\$773.04	(\$573.04)	(\$4,115.70)
	50070-5950-100	Green Fees - (surcharge)	(\$5,303.65)	\$3,125.03	\$6,250.06	(\$3,125.03)	(\$8,428.68)
	5007A-5950-100	Green Fee - League	(\$11,587.30)	\$0.00	\$6,243.70	(\$6,243.70)	(\$17,831.00)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$18,257.85)	\$0.00	\$17,175.75	(\$17,175.75)	(\$35,433.60)
	5012A-5950-100	Green Fee - Outing	(\$14,393.94)	\$0.00	\$9,804.00	(\$9,804.00)	(\$24,197.94)
	5014A-5950-100	Green Fee - Resident	(\$28,268.09)	\$10,048.71	\$30,602.29	(\$20,553.58)	(\$48,821.67)
	5015A-5950-100	Green Fee - Senior	(\$32,155.28)	\$0.00	\$18,874.75	(\$18,874.75)	(\$51,030.03)
	5019A-5950-100	Green Fee - Wholesale	(\$1,202.97)	\$16.38	\$0.00	\$16.38	(\$1,186.59)
	50500-5950-200	Cart Fee 18	(\$82,678.96)	\$0.00	\$50,137.80	(\$50,137.80)	(\$132,816.76)
	50520-5950-200	Cart Fee - Annual Trail	(\$16,506.82)	\$0.00	\$8,545.14	(\$8,545.14)	(\$25,051.96)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$90.00	(\$90.00)	(\$90.00)
	52150-5950-600	Lessons	(\$2,750.45)	\$0.00	\$695.00	(\$695.00)	(\$3,445.45)
	52280-5950-600	Rental Clubs	(\$1,175.00)	\$0.00	\$1,175.00	(\$1,175.00)	(\$2,350.00)
	52310-5950-600	Retail	(\$41,653.84)	\$0.00	\$25,406.46	(\$25,406.46)	(\$67,060.30)
	53050-5950-220	Range Pass Revenue	(\$8,590.64)	\$0.00	\$4,999.31	(\$4,999.31)	(\$13,589.95)
	56120-5950-100	City Surcharge R & R	(\$5,301.66)	\$0.00	\$3,125.03	(\$3,125.03)	(\$8,426.69)
	60000-5950-600	COGS - Merchandise - Accessories	\$31,538.60	\$17,648.60	\$14.00	\$17,634.60	\$49,173.20
	70000-5950-100	Gross Payroll - Salaried	\$23,467.78	\$18,056.38	\$5,917.98	\$12,138.40	\$35,606.18
	70000-5950-600	Gross Payroll - Salaried	\$9,559.65	\$6,758.94	\$2,715.53	\$4,043.41	\$13,603.06
	70000-5950-900	Gross Payroll - Salaried	\$34,009.24	\$26,910.89	\$17,475.14	\$9,435.75	\$43,444.99
	70000-5950-950	Gross Payroll - Salaried	\$13,108.28	\$10,383.82	\$2,986.31	\$7,397.51	\$20,505.79
	70010-5950-100	Gross Payroll - Hourly	\$60,307.69	\$42,204.76	\$13,712.03	\$28,492.73	\$88,800.42
	70010-5950-200	Gross Payroll - Hourly	\$24,042.77	\$20,340.67	\$6,587.40	\$13,753.27	\$37,796.04

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-600	Gross Payroll - Hourly	\$11,688.19	\$9,758.96	\$3,251.50	\$6,507.46	\$18,195.65
	70010-5950-900	Gross Payroll - Hourly	\$321.26	\$144.95	\$35.75	\$109.20	\$430.46
	71000-5950-100	Payroll Tax - FICA	\$6,164.99	\$4,483.39	\$1,427.07	\$3,056.32	\$9,221.31
	71000-5950-200	Payroll Tax - FICA	\$1,894.93	\$1,579.90	\$504.00	\$1,075.90	\$2,970.83
	71000-5950-600	Payroll Tax - FICA	\$1,542.32	\$1,222.37	\$427.32	\$795.05	\$2,337.37
	71000-5950-900	Payroll Tax - FICA	\$2,344.73	\$1,923.32	\$855.15	\$1,068.17	\$3,412.90
	71000-5950-950	Payroll Tax - FICA	\$939.64	\$766.26	\$202.78	\$563.48	\$1,503.12
	71010-5950-100	Payroll Tax - UC	\$64.85	\$23.29	\$0.00	\$23.29	\$88.14
	71010-5950-200	Payroll Tax - UC	\$65.65	\$31.48	\$0.00	\$31.48	\$97.13
	71010-5950-600	Payroll Tax - UC	\$7.51	\$0.00	\$0.00	\$0.00	\$7.51
	71010-5950-900	Payroll Tax - UC	\$2.31	\$0.83	\$0.00	\$0.83	\$3.14
	71020-5950-100	Payroll Tax - WC	\$1,178.00	\$665.87	\$0.00	\$665.87	\$1,843.87
	71020-5950-200	Payroll Tax - WC	\$318.89	\$218.59	\$0.00	\$218.59	\$537.48
	71020-5950-600	Payroll Tax - WC	\$283.26	\$180.48	\$0.00	\$180.48	\$463.74
	71020-5950-900	Payroll Tax - WC	\$417.51	\$319.47	\$0.00	\$319.47	\$736.98
	71020-5950-950	Payroll Tax - WC	\$196.07	\$117.96	\$0.00	\$117.96	\$314.03
	71030-5950-100	Benefits	\$5,557.51	\$4,453.25	\$1,527.74	\$2,925.51	\$8,483.02
	71030-5950-200	Benefits	\$45.38	\$1,168.52	\$1,145.95	\$22.57	\$67.95
	71030-5950-600	Benefits	\$2,724.69	\$2,519.65	\$1,148.78	\$1,370.87	\$4,095.56
	71030-5950-900	Benefits	\$4,797.75	\$5,660.27	\$3,004.31	\$2,655.96	\$7,453.71
	71030-5950-950	Benefits	\$1,283.05	\$886.36	\$244.84	\$641.52	\$1,924.57
	80110-5950-200	Cart Supplies	\$115.65	\$36.00	\$0.00	\$36.00	\$151.65
	80120-5950-100	Chemicals	\$1,116.56	\$1,091.66	\$0.00	\$1,091.66	\$2,208.22
	80170-5950-100	Course Accessories	\$2,942.38	\$0.00	\$0.00	\$0.00	\$2,942.38
	80230-5950-100	Fertilizer	\$16,133.36	\$1,509.68	\$0.00	\$1,509.68	\$17,643.04
	80270-5950-100	Fuel	\$3,733.36	\$1,580.33	\$0.00	\$1,580.33	\$5,313.69
	80280-5950-100	Fungicides	\$2,517.87	\$1,065.63	\$0.00	\$1,065.63	\$3,583.50
	80320-5950-100	Herbicides	(\$2,988.70)	\$0.00	\$0.00	\$0.00	(\$2,988.70)
	80370-5950-100	Insecticides	(\$1,337.77)	\$0.00	\$0.00	\$0.00	(\$1,337.77)
	80380-5950-900	Janitorial Supplies	\$1,376.23	\$435.31	\$0.00	\$435.31	\$1,811.54
	80420-5950-900	Laundry/Uniforms	\$30.40	\$149.90	\$0.00	\$149.90	\$180.30
	80520-5950-900	Office Supplies	\$1,066.48	\$671.49	\$0.00	\$671.49	\$1,737.97
	80590-5950-900	Printing	\$48.44	\$0.00	\$0.00	\$0.00	\$48.44
	80610-5950-220	Range Balls	\$0.00	\$3,625.00	\$0.00	\$3,625.00	\$3,625.00
	80620-5950-220	Range Equipment	\$0.00	\$1,110.73	\$0.00	\$1,110.73	\$1,110.73
	80630-5950-220	Range Expenses	\$98.19	\$0.00	\$0.00	\$0.00	\$98.19
	80690-5950-100	Sand/Topdress	\$1,482.97	\$3,214.29	\$0.00	\$3,214.29	\$4,697.26
	80710-5950-100	Seeds/Trees	\$2,994.60	\$0.00	\$0.00	\$0.00	\$2,994.60
	80730-5950-100	Small Tools	\$347.88	\$0.00	\$0.00	\$0.00	\$347.88
	80780-5950-600	Supplies	\$239.79	\$410.38	\$0.00	\$410.38	\$650.17
	80810-5950-600	Tournament Expense	(\$153.22)	\$525.00	\$0.00	\$525.00	\$371.78
	81010-5950-900	Alarm System	\$581.00	\$142.00	\$0.00	\$142.00	\$723.00
	81130-5950-900	Computer Service	\$3,968.90	\$1,824.45	\$0.00	\$1,824.45	\$5,793.35
	81140-5950-900	Contract Cleaning	\$2,000.00	\$1,000.00	\$0.00	\$1,000.00	\$3,000.00
	81220-5950-600	Handicap Expense	\$0.00	\$161.50	\$0.00	\$161.50	\$161.50
	81250-5950-100	Irrigation	\$2,222.83	\$1,217.50	\$0.00	\$1,217.50	\$3,440.33
	81340-5950-100	Repair & Maint - Paths	\$189.14	\$571.50	\$0.00	\$571.50	\$760.64
	81350-5950-100	Repair & Maint - Equipment	\$3,827.03	\$1,967.70	\$0.00	\$1,967.70	\$5,794.73
	81350-5950-900	Repair & Maint - Equipment	\$66.00	\$447.99	\$0.00	\$447.99	\$513.99
	81360-5950-100	Repair & Maint - Building	\$687.17	\$30.96	\$0.00	\$30.96	\$718.13
	81360-5950-900	Repair & Maint - Building	\$35.13	\$1,009.77	\$0.00	\$1,009.77	\$1,044.90
	82020-5950-100	Equipment Lease	\$370.00	\$185.00	\$0.00	\$185.00	\$555.00
	82060-5950-900	Off-Site Storage	\$206.00	\$206.00	\$0.00	\$206.00	\$412.00
	83000-5950-100	Utilities - Electric	\$535.37	\$245.62	\$0.00	\$245.62	\$780.99
	83000-5950-200	Utilities - Electric	\$1,239.93	\$691.56	\$0.00	\$691.56	\$1,931.49
	83020-5950-100	Utilities - Other	\$3,194.60	\$1,750.49	\$0.00	\$1,750.49	\$4,945.09
	83020-5950-900	Utilities - Other	\$4,759.81	\$2,483.06	\$313.95	\$2,169.11	\$6,928.92
	83030-5950-900	Utilities - Telephone/Fax	\$387.02	\$368.90	\$193.51	\$175.39	\$562.41
	83050-5950-100	Utliities - Water	\$604.21	\$279.03	\$0.00	\$279.03	\$883.24
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$446.79	\$115.52	\$0.00	\$115.52	\$562.31

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	84070-5950-950	Adv/Promo - Organizations	\$295.00	\$850.00	\$0.00	\$850.00	\$1,145.00
	84080-5950-950	Adv/Promo - Promotional	\$85.50	\$0.00	\$0.00	\$0.00	\$85.50
	84110-5950-950	Adv/Promo - Website	\$1,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00
	85020-5950-900	Bank Charges	\$734.86	\$407.32	\$0.00	\$407.32	\$1,142.18
	85050-5950-900	Cash Short/(Over)	(\$47.58)	\$106.23	\$107.71	(\$1.48)	(\$49.06)
	85060-5950-900	Cell Phone	\$480.00	\$240.00	\$0.00	\$240.00	\$720.00
	85070-5950-900	City Surcharge R & R	\$5,301.66	\$3,125.03	\$0.00	\$3,125.03	\$8,426.69
	85120-5950-900	Credit Card Discounts	\$10,222.59	\$5,110.14	\$343.50	\$4,766.64	\$14,989.23
	85140-5950-900	Donations	\$91.97	\$0.00	\$0.00	\$0.00	\$91.97
	85150-5950-900	Dues & Subscriptions	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00
	85190-5950-100	Employee Relations	\$440.61	\$135.92	\$0.00	\$135.92	\$576.53
	85190-5950-900	Employee Relations	\$1,785.17	\$2,693.89	\$0.00	\$2,693.89	\$4,479.06
	85200-5950-100	Employee Testing	\$52.76	\$0.00	\$0.00	\$0.00	\$52.76
	85280-5950-900	Insurance Expense	\$19,969.58	\$9,984.79	\$0.00	\$9,984.79	\$29,954.37
	85320-5950-900	Member Relations	\$45.10	\$0.00	\$0.00	\$0.00	\$45.10
	85390-5950-900	O/S - Accounting	\$2,500.00	\$8,000.00	\$0.00	\$8,000.00	\$10,500.00
	85480-5950-900	Payroll Processing Fee	\$953.68	\$486.97	\$0.00	\$486.97	\$1,440.65
	85490-5950-900	Postage/Shipping	\$416.41	\$454.47	\$312.50	\$141.97	\$558.38
	85610-5950-900	Tax/Licenses/Fees	\$140.00	\$35.00	\$30.00	\$5.00	\$145.00
	85720-5950-900	Travel - Other	\$1,038.82	\$82.28	\$0.00	\$82.28	\$1,121.10
	90000-5950-900	Management Fee	\$13,579.52	\$6,789.76	\$0.00	\$6,789.76	\$20,369.28
	98020-5950-900	Deprec - Mach & Equip	\$46.24	\$23.12	\$0.00	\$23.12	\$69.36
	98040-5950-900	Deprec - Buildings	\$144.82	\$72.41	\$0.00	\$72.41	\$217.23
	R002A-5950-100	Rounds - Annual	17,484.00	416.00	0.00	416.00	17,900.00
	R003A-5950-100	Rounds - Group	21,170.00	177.00	0.00	177.00	21,347.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	2,970.00	57.00	4.00	53.00	3,023.00
	R007A-5950-100	Rounds - Green Fee - League	17,553.00	261.00	0.00	261.00	17,814.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	14,499.00	488.00	0.00	488.00	14,987.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	1,036.00	24.00	0.00	24.00	1,060.00
	R012A-5950-100	Rounds - Green Fee - Outing	12,156.00	258.00	0.00	258.00	12,414.00
	R014A-5950-100	Rounds - Resident	74,406.00	1,287.00	0.00	1,287.00	75,693.00
	R015A-5950-100	Rounds - Green Fee - Senior	31,388.00	564.00	0.00	564.00	31,952.00
	R016A-5950-100	Rounds - Green Fee - Staff	7,151.00	156.00	0.00	156.00	7,307.00
	R017A-5950-100	Rounds - Green Fee - Trade	4,135.00	76.00	0.00	76.00	4,211.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	691.00	1.00	0.00	1.00	692.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	155	\$0.00	\$811,780.10	\$811,780.10	\$0.00	\$0.00

[illegible]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (G16) Second Reading - Ordinance No. 2025-07 - Amending Chapter 74 - Utilities, Article VIII. Cross Connection Control of the City of Port Orange Code of Ordinances

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety 6 - Organizational Excellence

RECOMMENDED MOTION: Move to adopt Ordinance No. 2025-07 amending Chapter 74 - Utilities, Article VIII. Cross Connection Control of the City of Port Orange Code of Ordinances.

SUMMARY: Cross connection control is the practice of preventing contaminants from entering a drinking water supply by isolating or removing connections between drinking water systems and other liquids or gases that could contaminate the water. It is also known as backflow prevention. The purpose of backflow prevention is to protect the public water system from the possibility of contamination or pollution by isolating actual or potential hazards using approved backflow prevention methods. Florida statutes require community water systems to provide this protection. The City does this through language in the Code of Ordinances, and more specifically with the Manual for Cross Connection Control. The City's current Manual for Cross Connection was last updated in 2010 and updates are required to ensure it aligns with current regulations, and best practices.

As a condition of continuing water service, all water service customers are required to provide the City access to their properties and facilities for determining compliance with the requirements of these regulations. Such access must be unobstructed, safely accessible and made available during normal business hours.

Changes to the Code of Ordinance include:

- Updated language to reference the most recently approved American Water Works Association's document "M14 Backflow Prevention and Cross-Connection Control": Recommended Practices.
- Residential backflow testing frequency reduced to every two years instead of annually in accordance with Florida Administrative Code 62-555-.360.
- Updated approved backflow devices to include double check backflow prevention assembly.
- Providing for the immediate disconnection from water service of prohibited cross connections

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- Providing for additional circumstances that require cross connections controls for properties having an auxiliary water source, storage tank, or any other situation deemed hazardous for the potable water supply.

Changes to the Manual for Cross Connection Control include:

- Administrative clean-up of clerical errors and duplication of information within the Manual.
- Update language to reference the most recently approved M14 Backflow Prevention and Cross-Connection Control: Recommended Practices.
- Residential backflow testing frequency reduced to every two years instead of annually in accordance with Florida Administrative Code 62-555-.360.
- Updated approved backflow devices to include double check backflow prevention assembly.
- Digital reporting requirements for backflow testing companies.
- Written permission required for the City or contractor to test a device located on residential private property. This refers to a pressure vacuum breaker located on an irrigation system that is located outside the right-of-way and is owned by the resident.
- Clarification for Commercial and Residential maintenance, testing and inspection of devices.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Ordinance No. 2025-07 - Cross Connection Control FINAL-MJ	Ordinance No. 2025-07 - Cross Connection Control FINAL-MJ.docx
2.	Business Impact Estimate - Cross Connection	Business Impact Estimate - Cross Connection.pdf
3.	Port Orange CCC Manual 2025 FINAL2.13.25	Port Orange CCC Manual 2025 FINAL2.13.25.pdf

Amanda Bonin

Created/Initiated - 2/17/2025

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, ARTICLE VIII, CROSS CONNECTION CONTROL, SECTION 74-241 TO UPDATE REFERENCES TO THE REVISED CROSS CONNECTION CONTROL MANUAL; AMENDING SECTION 74-242 TO UPDATE REFERENCES TO THE FLORIDA ADMINISTRATIVE CODE AND PROVIDING FOR THE IMMEDIATE DISCONNECTION OF PROHIBITED CROSS CONNECTIONS; AMENDING SECTION 74-243 TO UPDATE REFERENCES TO THE CURRENT VERSION OF THE AMERICAN WATER WORKS ASSOCIATION MANUAL; AMENDING SECTION 74-247 ADDING TO THE LIST OF CONDITIONS THAT REQUIRE CROSS CONTROL PROTECTIONS; AMENDING SECTIONS 74-248 AND 74-249 UPDATING REFERENCES TO THE REVISED CROSS CONNECTION CONTROL MANUAL ALONG WITH ESTABLISHING THE FREQUENCY OF MAINTENANCE, TESTING AND INSPECTIONS; AMENDING SECTION 74-252 UPDATING REFERENCES TO THE CROSS CONNECTION CONTROL ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved Ordinance 2010-10 adopting the 2010 City of Port Orange Manual of Cross-Connection Control; and

WHEREAS, the City Council has determined that, in order to ensure that the Code of Ordinances of the City of Port Orange adopts and utilizes the most up-to-date regulations regarding cross connection control, it is appropriate to update said Manual and adopt a revised 2025 City of Port Orange Manual of Cross-Connection Control to replace the City's 2010 City of Port Orange Manual of Cross-Connection Control; and

WHEREAS, the City desires to update its Code of Ordinances and update other language and references related to the cross connection control; and

WHEREAS, for purposes of this Ordinance, text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

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

SECTION 1. The City Council hereby amends Chapter 74, Article VIII of the Code of Ordinances, City of Port Orange, Florida to read as follows:

Sec. 74-241. Adoption of manual.

The city hereby adopts and incorporates into the Code of Ordinances the ~~2025~~⁴⁰ City of Port Orange Manual of Cross eConnection Control, attached as appendix "A" to this article. A property owner and customer shall be jointly and severally liable for compliance with this article ~~and for utilizing the forms approved by the public utilities director for the administration of this article.~~

Sec. 74-242. Cross connection prohibited; penalties.

Cross connection shall be prohibited, ~~as defined by Rule 62-550.200(22), Florida Administrative Code, as amended from time to time.~~ Cross connection shall have the same meaning as set forth in Rule 62-550.200 of the Florida Administrative Code, as may be amended. Any person making, or allowing to be made, such cross connection to the city water system shall be subject to immediate disconnection from the city water system in addition to the penalties of section 1-8 of this Code, special magistrate orders, and/or such other penalties as provided by law.

Sec. 74-243. Cross connection control program.

The city manager or his designee shall develop a ~~routine~~ cross connection control program to detect and prevent cross connections that create or may create an imminent and substantial danger to public health. The city manager or his designee shall utilize the accepted practices of ~~the~~ as set forth in the most recent edition of the American Water Works Association Manual, 2004 Edition, as amended from time to time, and as set forth in the ~~association's~~ American Water Works Association Manual M14.

[No changes to Sections 74-244, 74-245 and 74-246.]

Sec. 74-247. Existing and new residential and commercial development.

- (a) The owner and customer shall install backflow prevention devices acceptable to FDEP and in conformance with the ~~2025~~¹⁰ City of Port Orange Manual of Cross Connection Control, as follows:
- (1) On all existing and new commercial connections to the city's potable water system;
 - (2) On all existing and new residential connections to the city's potable water system, where any of the following conditions exist:
 - a. A reclaimed water system;
 - b. A fire protection system;
 - c. An internal cross connection is present and cannot be eliminated;
 - d. A multi-story building with 5 or more levels (including elevated facilities above carports/garages);
 - e. A booster pump or elevated storage tank connected to the water service or plumbing;
 - f. An irrigation system connection;
 - g. An auxiliary water supply connection;
 - ~~e-h.~~ A commercial or home-based business which is or may be a potential hazard to the potable water system;
 - ~~d-i~~ A separate source of water (e.g. private well, lake, pond or stream);
 - any condition described in Rule 62-555.360 of the Florida Administrative Code, as may be amended; or
 - ~~e-j.~~ Other hazards to the city potable water supply.
- (b) All installations shall be performed by a properly licensed plumbing contractor at the location approved by the public utilities director or his designee. After installation, all backflow prevention devices shall be tested by a certified backflow prevention tester licensed to operate within the city or within the governmental entity where the property is located, with the exception of a fire protection system. Anyone performing any work on a fire protection system, including installation, testing, maintenance or repair, must be a certified fire protection contractor I, II or IV, pursuant to F.S. § 633.521, and licensed within the governmental entity jurisdiction where the property is located. ~~Thereafter, the device shall be tested annually in accordance with section 74-249.~~

Sec. 74-248. Irrigation systems, existing and new.

- (a) Backflow prevention devices acceptable to FDEP and in conformance with the ~~2025~~¹⁰ City of Port Orange Manual of Cross Connection Control shall be installed by a licensed plumbing contractor under a plumbing permit issued for construction and connection of a new or existing irrigation system to the city's potable water system. Such device shall be installed within five feet and on the customer side of the potable water meter, or, if physically unable to be placed within five feet of the potable water meter, in a place determined by the city manager or his designee.

- ~~(b) Backflow prevention devices acceptable to FDEP and in conformance with the 2010 City of Port Orange Manual of Cross Connection Control shall be installed on existing irrigation system connections to the city's potable water system by a licensed plumbing contractor within five feet and on the customer side of the potable water meter.~~
- (cb) Upon installation of a backflow prevention device to a new or existing irrigation system, the device shall be tested by a certified backflow prevention tester licensed to operate within the city or within the governmental entity where the property is located. ~~Thereafter, the device shall be tested annually in accordance with section 74-249.~~

Sec. 74-249. Maintenance, testing and inspection of backflow prevention devices.

- (a) Each commercial property owner and customer required to have a backflow prevention device shall be responsible for having the device inspected and tested annually by a certified backflow prevention device tester, with the customer and owner jointly and severally responsible for paying the cost of inspection and testing of all backflow prevention devices installed on the property. The inspection and testing requirement shall be every two years for residential water service connections if the dwelling, or building within which the dwelling is located, is fewer than five stories in height and there is no booster pump serving, or within, the premise. Backflow prevention devices on domestic or irrigation water lines may only be inspected by a licensed plumbing contractor or a certified backflow inspector working under the direct supervision of a licensed plumbing contractor, except for inspections conducted on behalf of the city by certified backflow inspectors employed by the city. Backflow prevention devices on fire protection systems may only be inspected and tested by a certified fire protection contractor, pursuant to F.S. § 633.216.
- (b) Any such backflow device tester shall have attended and successfully completed one or more of the following certification programs: Training, Research and Education for Environmental Occupations (TREEO) certification program for backflow prevention device testers, Florida Water and Pollution Control Operators Association Backflow Tester Certification, or the Division of the State Fire Marshal Bureau of Standards and Training Certified Fire Service Backflow Testing Program, and shall keep current and keep on file with the public utilities department a copy of such certificate.
- (c) Each owner and customer shall be jointly and severally responsible for the inspection and maintenance of their own backflow prevention device(s), shall file each year with the city manager or his designee a statement or test certification from a certified tester that each device has been inspected and that it is working properly, except as otherwise provided in subsection (d) below. Such statement shall be filed no later than two~~one~~ years from the date of filing the previous statement. In the event the property owner and customer fail to comply with this section, the public utilities director shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of the premises from the city water system until such time as the required statement or test certification is provided. If a statement or test certification is not received from the owner or the customer on or before the required date, a notice will be sent to the owner and the

customer by the city allowing a reasonable time for the inspection and test certification of the device to be completed. If no inspection or service documentation has been received by the city from the owner or the customer after the time set for such inspection and testing, the city shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of service to the premises from the city water system until such time as an inspection or test certification is properly filed.

- (d) For single-family residential structures, the city or its contractor shall test those required backflow prevention devices which are located within a utility easement or public right-of-way ~~on an annual basis~~ every two years in accordance with the city's Cross Connection Control Manual, and shall repair or replace those backflow prevention devices, as needed. The city shall retain all test certifications for each device in accordance with the appropriate retention schedule for public records. A monthly charge, as established by resolution of city council, shall be imposed on each customer with a single-family residence so served to cover the costs of inspection, repair and replacement of the required backflow prevention device.

[No changes to Sections 74-250 and 74-251.]

Sec. 74-252. Enforcement for other jurisdictions.

Other jurisdictions supplied with potable water from the Port Orange Water System, including, but not limited to, Daytona Beach Shores, the Town of Ponce Inlet and Volusia County, shall adopt, implement, administer and enforce an ordinance of equal dignity with ~~Ordinance No. 2010-10~~ this article, as amended within their respective jurisdictions. In the event another jurisdiction supplied with potable water from the Port Orange Water System fails to adopt, implement, administer and enforce an ordinance of equal dignity with ~~Ordinance No. 2010-10~~ this article, as amended, the city shall be authorized to undertake remedial action as provided by law.

Secs. 74-253—74-270. Reserved.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance. The 2025 Cross Connection Control Manual, attached hereto as Exhibit “A”, will not be codified, but will be on file in the City Clerk’s Office and available upon request.

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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2025

Passed and adopted on second and final reading on the day of _____, 2025

Reviewed and Approved: _____
Matthew Jones, City Attorney

[CA-7742]



Business Impact Estimate

This form should be included in 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. 2025-07 – Amending Chapter 74 - Utilities, Article VIII. Cross Connection Control of the City of Port Orange Code of Ordinances

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 ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment to the Code of Ordinances amends Chapter 74, Sections 74-241 through 74-252, by adopting a new 2025 City of Port Orange Manual of Cross Connection Control and updating other references and language regarding the City's cross connection control.

The proposed Ordinance 2025-07 serves the public health, safety, morals, and welfare of the municipality by adopting the most up-to-date regulations regarding cross connection control which serve to protect the City's water system.

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 2025-07.

(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 2025-07.

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.



Manual of Cross-Connection Control

2025 Update

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Section 1 – General Policy

1.1 Purpose

To protect the public water system from the possibility of contamination or pollution by isolating actual or potential hazards using approved backflow prevention methods.

To promote the elimination or control of existing cross-connections, actual or potential, with a customer's water system, non-potable water system, plumbing fixtures, and industrial piping systems.

To provide for a continuing program of cross-connection control that will prevent the contamination or pollution of the public water system.

1.2 Application

These Rules and Regulations shall apply to all properties and areas served by the City of Port Orange's public water system, whether inside or outside City limits.

1.3 Water System/Point of Delivery

For the purposes of these Rules and Regulations, the water system shall consist of two parts, the public water system and the customer's water system. The public water system shall consist of all source, treatment, storage, distribution, and metering facilities under the control of the City of Port Orange. The customer's water system shall include all components and facilities downstream of the point at which the City of Port Orange's jurisdiction over the sanitary control of the public water system ends and the customer's responsibility for operation and maintenance begins. When a water meter is installed at this point, the customer's water system shall mean the components and facilities beyond the downstream side of the meter setting used to convey water from the public water system to the points of use, typically at the customer's isolation valve. The point at which the public water system ends, and the customer's water system begins, shall hereinafter be referred to as the Point of Delivery.

1.4 Responsibility

The City of Port Orange, as the purveyor of potable water, shall be responsible for the protection of the public water system from contamination or pollution due to the backflow (back-pressure or back-siphonage) of contaminants or pollutants through a customer's water system.

1.5 Authority

This Policy implements the provisions of Rule 62-555.360 of the Florida Administrative Code (FAC), promulgated under the authority of Part VI of Chapter 403, Florida Statutes by the Department of Environmental Protection, which requires public water systems to establish a cross-connection control program to detect and prevent cross-connections that create or may create an imminent and substantial danger to public health. Rule 62-555.360(2), FAC states, "Each community water system (CWS) shall establish and implement a cross-connection

control program utilizing backflow protection at or for service connection from the CWS to protect the CWS from contamination caused by cross-connections on customers' premises."

The City of Port Orange Public Utilities Director or designee to serve as an Authorized Agent(s) for the Cross-Connection Control Program. Said designee(s) shall be trained in accordance with accepted industry practices to identify hazards, actual or potential, with a customer's water system, non-potable water system, plumbing fixtures, and industrial or process piping systems and shall have the authority to require a customer to install, test, and repair or replace an approved backflow prevention assembly suitable for the customer's water system for the purpose of adequately protecting the public water system.

As a condition of continuing water service, all water service customers shall provide the City access to their properties and facilities for determining compliance with the requirements of these Rules and Regulations. Such access shall be unobstructed, safely accessible and made available during normal business hours.

[END OF SECTION 1]

Section 2 – Definitions

For purposes of these Rules and Regulations, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in these Rules and Regulations is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent edition of the American Water Works Association Manual M14, Recommended Practice for Backflow Prevention and Cross-Connection Control.

APPROVED – Accepted by the City of Port Orange - Cross-Connection Control Program. Or, as it relates to a backflow prevention assembly, APPROVED shall mean having received full acceptance and approval in both field and laboratory testing by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.

ASSEMBLY – An assembly of one or more approved body components and including approved shutoff valves.

AUTHORIZED AGENT – An employee of the City of Port Orange who has been trained in accordance with accepted industry practices to identify hazards, actual or potential, with a customer's water system, non-potable water system, plumbing fixtures, and industrial or process piping systems; whose primary job duties are to protect the public water system by eliminating existing and potential cross-connections and backflow hazards through the enforcement of these Rules and Regulations; and with the authority to require a customer install, test, and repair or replace an approved backflow prevention assembly for the purpose of adequately protecting the public water system.

AUXILIARY WATER SUPPLY – Any water supply on, or available to the premises, other than water supplied from the City of Port Orange's public water system. Auxiliary water supplies may include, but not be limited to wells or water from another purveyor's public or private potable water system. These auxiliary waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

BACKFLOW – The undesirable reversal of flow in a potable water distribution system resulting from a cross-connection with an auxiliary water supply or unacceptable water source over which the purveyor does not have sanitary control.

BACK PRESSURE – A pressure, higher than the public potable water supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.

BACK SIPHONAGE – Backflow caused by negative or reduced pressure in the public water system piping.

BACKFLOW PREVENTER (ALSO BACKFLOW PREVENTION ASSEMBLY OR BACKFLOW ASSEMBLY) – An assembly, device, or method that prohibits flow of fluid back into a potable water system. The type of backflow preventer used shall be based on the degree of hazard, either existing or potential.

Air Gap (AG) – The unobstructed vertical distance through free atmosphere between the lowest effective opening from any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood rim of the receptacle. These vertical, physical separations must be at least twice the effective opening of the water supply outlet and never less than 1 inch above the receiving vessel flood rim.

Double Check Valve Backflow Prevention Assembly (DC) – A complete assembly consisting of two internally spring-loaded, independently operating check valves located between two tightly closing resilient-seated shut-off valves and with four properly placed resilient-seated test cocks for testing the water tightness of each check valve. This assembly shall only be used to protect against non-health (low) hazards.

Double Check Detector Backflow Prevention Assembly (DCDA) – A specially designed backflow assembly composed of a line-sized approved double check valve assembly with a bypass connection containing a specific water meter and an approved double check valve assembly. The bypass meter shall be capable of accurately registering very low flow rates (up to 3 gpm) and shall show a registration for all flow rates. This assembly shall only be used to protect against non-health (low) hazards.

Dual Check (DuC) – A device containing two internally spring-loaded, independently acting check valves, excluding shut-off valves and test cocks which cannot be tested in-line. These devices will be replaced every 7 years per the manufacture’s recommendation.

Pressure Vacuum Breaker Assembly (PVB) – An assembly containing an independently operating check valve and an internally spring-loaded, independently operating air inlet valve located on the discharge side of the check valve, and which is equipped with properly placed resilient-seated test cocks and tightly closing resilient-seated shut-off valves located at each end of the assembly designed to be operated under pressure for prolonged periods of time to prevent back siphonage. The assembly may not be subjected to any back pressure.

Reduced Pressure Principle (Zone) Backflow Prevention Assembly (RP) – A complete assembly consisting of a mechanical, independently acting, hydraulically dependent relief valve, located between two internally spring-loaded, independently operating check valves, located between two tightly-closing resilient-seated shut-off valves and with four properly placed resilient-seated test cocks for testing the water tightness of each check valve. This assembly shall be used to protect against health (high) hazards.

Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA) – A specially designed backflow assembly composed of a line-sized approved reduced pressure principle assembly, with a bypass connection containing a specific water meter and an approved reduced pressure principle assembly. The bypass meter shall be capable of accurately registering very low flow rates (up to 3 gpm) and shall show a registration for all flow rates. This assembly shall be used to protect against both non-health (low) and health (high) hazards.

BRANCH WATER SERVICE (also BRANCH SERVICE) – Multiple water services split from a single connection to the public water system. Branch services are typically (but not exclusively) a combination of domestic water service and irrigation and/or fire service connections.

CITY – City of Port Orange.

CONTAMINATION – A change or impairment of the quality of water in the public water system by the introduction or admission of any foreign substance that degrades the water quality or creates an actual or potential health hazard.

CROSS-CONNECTION – A connection, actual or potential, between any part of the public water system and any other environment containing “other substances” in a manner that, under any circumstances, would

allow such substances to enter the public water system. “Other substances” may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the physical characteristics of the water. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies through which, or because of which, backflow could occur are considered to be cross-connections.

CUSTOMER VALVE – The water service isolation valve, generally included as part of the metering assembly, that is downstream and adjacent to the water meter assembly, and that serves as the customer’s point of delivery and the termination point of the City of Port Orange’s public water system.

DOMESTIC WATER SERVICE (also DOMESTIC SERVICE) – The water system connection serving a property, facility or area conveying potable water for the purpose of human consumption and supplying common use facility plumbing fixtures (toilets, lavatories, dishwashers, clothes washers, etc.).

FIRE PROTECTION WATER SERVICE (also FIRE SERVICE) – The water system connection serving a property, facility, or area conveying potable or non-potable water for the purpose of providing fire protection or supporting fire suppression systems (fire sprinklers, standpipes, hydrants, etc.). All water supplied through a fire service is considered non-potable, regardless of the source water designation.

HAZARD, DEGREE OF – The term is derived from an evaluation of the potential risk to public health and the potential adverse effect of the hazard upon the public water system. The evaluation of the degree of hazard shall be determined by the City of Port Orange’s Authorized Agent(s).

HAZARD, HEALTH (HIGH) – A cross-connection, or potential cross-connection, involving any substance that could, if introduced in the public water system, cause death or illness, spread disease, or have a high probability of causing such effects.

HAZARD, NON-HEALTH (LOW) – A cross-connection, or potential cross-connection, involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the public water system.

INDUSTRIAL FLUIDS SYSTEM – Any system containing fluid or solution, including all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances to produce, convey, or store substances that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such as would constitute a health hazard or a non-health hazard, if introduced into a public water system. Industrial fluids may include, but not be limited to, polluted or contaminated waters; all types of processed water and “used water” originating from the public water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids or alkalis; circulated cooling waters connected to a cooling tower that is chemically or biologically treated or stabilized; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals, or other systems; oils, gases, paraffins, caustic and acid solutions; and other liquids and gaseous fluids used in industrial processes or for fire-fighting purposes.

IRRIGATION SYSTEM – A pressurized system of piping which allows water to be applied to land or soils by means of a permanent above-ground or subsurface drip system, sprinkler, or micro-sprinkler equipment.

IRRIGATION WATER SERVICE (also IRRIGATION SERVICE) – The water system connection serving a property, facility, or area conveying potable or non-potable water for the purpose of supplying an irrigation system.

All water supplied through an irrigation water service is considered non-potable, regardless of the source water designation.

LICENSED PLUMBER (also PLUMBING CONTRACTOR) – An individual that has satisfied, and continues to maintain, the licensing requirements of the Florida Department of Professional Regulation Construction Industry Licensing Board for certification as a Plumbing Contractor.

NON-POTABLE WATER – Water that is not intended for, or not safe for, human consumption as determined by the jurisdictional regulatory authority.

NON-RESIDENTIAL SERVICE CONNECTION – Any water service connection that is greater than two inches in diameter or that supplies water to a building or premise containing commercial, industrial, or other non-dwelling units. See RESIDENTIAL definition.

POLLUTION – Any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the public water system.

POTABLE WATER – Water that is safe for human consumption as determined by the jurisdictional regulatory authority.

PUBLIC WATER SYSTEM (PWS) – The water source(s), pumping, and treatment facilities; potable water distribution piping network and storage facilities; and water service piping up to, and including, the metering assembly that are under the control of the City of Port Orange. Water service piping downstream of the metering assembly (customer valve), including the backflow assembly, is not part of the public water system.

REGULATED – As related to Public Water Systems (PWS), a potable water system that is permitted under the authority and jurisdiction of the Florida Department of Environmental Protection (DEP) or the Florida Department of Health (DOH) and that is routinely monitored and reported for water quality to ensure drinking water standards are met. See UNREGULATED definition.

RESIDENTIAL SERVICE CONNECTION – Any water service connection that is two inches or less in diameter and that supplies water to a building or premise containing only dwelling units. Non-residential service connection means any other service connection.

TESTER (also REGISTERED TESTER) – Any person or business (including a licensed plumber) that (1) has received proper training and certification for backflow assembly testing as required herein, (2) has filed a Backflow Assembly Tester Registration Application with the City, (3) meets the City's requirements to perform backflow testing, and (4) has not had City registration suspended or terminated for the violations cited herein.

UNACCEPTABLE WATER SOURCE – Any source of water, including any natural source(s) such as a lake, spring, stream, river, etc.; or any man-made source(s) such as a well, landscape pond, or swimming pool; or any stored source(s) such as "used waters" or "industrial fluids" for which the City of Port Orange does NOT have sanitary control. These unacceptable waters may be contaminated, polluted, or objectionable.

UNREGULATED – As related to Auxiliary Water Supplies, a water supply or system that is not permitted under the authority and jurisdiction of the Florida Department of Environmental Protection (DEP) or the

Florida Department of Health (DOH) and that is not routinely monitored and reported for water quality to ensure drinking water standards are met.

USED WATER(S) – Any water supplied by a water purveyor from a public water system to a customer’s water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.

VENDOR(S) – Any registered tester or licensed plumber certified to perform backflow testing at the request of the City or on behalf of a City water customer; or any licensed plumber performing replacement, repair, or maintenance at the request of the City or on behalf of a City water customer.

WATER PURVEYOR – The owner or operator of a public or private potable water system. As used herein, the terms “water purveyor” and “City” or “City of Port Orange” may be used synonymously.

WATER SERVICE CONNECTION – Also known as the “Point of Delivery,” this is the point at which the water purveyor’s jurisdiction over the sanitary control of the public water system ends and the customer’s responsibility for operation and maintenance begins. When a water meter is installed at the water service connection, the water service connection shall mean the downstream end of the meter setting, typically at the customer’s isolation valve. Water service connections shall also include water service connections from a piped fire line system, fire hydrant, and all other temporary or emergency water service connections from the public water system.

[END OF SECTION 2]

Section 3 – Backflow Prevention Assembly Requirements

3.1 Water Service Connections

No water service connection to any premise, facility, or area shall be installed or maintained unless the public water system is protected from contamination, actual or potential, as required by State and local rules and regulations and these Rules and Regulations for Backflow Prevention and Cross-Connection Control.

3.2 Degree of Hazard

3.2.1 Health (High) Hazard – All new potable water service connections capable of creating a health (high) hazard per AWWA Manual M14, or as determined by the City, shall be installed with an approved reduced pressure principle backflow prevention assembly (RP) prior to receiving water service. Existing potable water service connections with health (high) hazard, or any change in use of an existing water service which has the potential to create a health (high) hazard, shall require the installation of an approved RP.

3.2.2 Non-Health (Low) Hazard – All new non-health (low) hazard potable water service connections shall be installed with an approved double check valve backflow prevention assembly (DC) prior to receiving water service. Existing potable water service connections with non-health (low) hazard, or any change in use of an existing water service which has the potential to create a non-health (low) hazard, shall require the installation of an approved DC.

3.3 Backflow Prevention Assembly Installation Applications

The installation of approved backflow prevention assemblies shall be in accordance with the State of Florida plumbing code (current edition) and these Rules and Regulations for Backflow Prevention and Cross-Connection Control.

3.3.1 Installation Applications – An approved backflow prevention assembly or method shall be installed at ALL water service connections if a cross-connection, actual or potential, exists. Other specific circumstances requiring the installation of an approved backflow prevention assembly shall include, but not be limited to, the following:

1. When the City determines that installation of a backflow prevention assembly is necessary due to the degree of hazard to the public water system posed by any circumstances at a service location.
2. When internal cross-connections are present and cannot be eliminated.
3. When a fire sprinkler system is installed.
4. When reclaimed water serves the facility.
5. In all multi-story buildings with 5 or more levels (including elevated facilities above carports/garages).

6. Any building with a booster pump or elevated storage tank connected to the water service or plumbing.
7. When the plumbing system makes it impractical to ascertain whether cross-connections exist.
8. When the City determines that additions or changes have been made to the plumbing system of any facility without proper permits.
9. When a facility has multiple water service connections for adequacy of supply or fire protection. In such case, each service connection shall have a backflow prevention assembly commensurate with the highest degree of hazard likely to occur at the facility.
10. When the nature and extent of any activity at a service location, or the materials or equipment used in connection with any activity at a service location, or materials stored at a service location could present a hazard upon entry into the City's system.
11. When entry to property and improvements at any service location is restricted so that inspections for cross-connections cannot be made with sufficient thoroughness or frequency to assure that cross-connections do not exist.
12. When a building is constructed on commercial property and the end use of such building is not determined or could change.
13. When any premise has an auxiliary water supply available, whether it be interconnected or not interconnected with the public water system.
14. When construction projects require access to the public water system.
15. When a person owns or operates any vehicle, including, but not limited to, storage tanks, spray rigs, or similar equipment, that uses water from the public water system. In such case, vehicles shall connect only to water service connections protected by an approved backflow prevention assembly commensurate with the highest degree of hazard likely to occur at the time of filling.
16. When a potable water service and meter is connected to an in-ground irrigation system.
17. When a separate City irrigation service and meter is connected to the public water system.

At its discretion, the City may identify or determine that other conditions, in addition to the circumstances listed above, may require installation of a backflow prevention assembly. In such cases, the City shall determine the type and location of any backflow prevention assembly to be installed based upon these Rules and Regulations and the degree of hazard posed by the situation.

3.3.2 Commercial Installation Prohibited on Rights-of-Way/Exceptions – No person shall install or maintain a backflow prevention assembly upon or within any right-of-way except as allowed by this section.

1. The City may grant an exception and allow installation of a backflow prevention assembly upon or within a City right-of-way if the person requesting permission demonstrates that there is no other feasible location for installing the assembly and that installing it in the right-of-way will not interfere with traffic, utilities, or any other public use of the right-of-way. The exception shall be approved in

writing and the location, height, enclosure, and other requirements relating to such installation shall be set forth in the terms and conditions of the approval.

2. The owner of the property, or the owner, operator, and manager of a facility served by a backflow prevention assembly installed upon or within a city right-of-way shall, at the request of the City and at the sole expense of such owner, operator, or manager, relocate the assembly when such relocation is deemed necessary for street, sidewalk, or utility construction or repairs or for purposes of public safety or for convenience in use of the right-of-way.

3. If a backflow prevention assembly is installed by a person in the City right-of-way per the above referenced exception, it is understood that the City shall have no responsibility for maintaining such assembly and, at all times, such responsibility shall remain with the entity entering into the agreement with the City for such an exception.

3.4 Backflow Prevention Assembly Installation Requirements

3.4.1 General Installation Requirements – The installation of approved backflow prevention assemblies shall be in accordance with the Standard Construction Utility Details, City plumbing code, and these Rules and Regulations for Backflow Prevention and Cross- Connection Control.

3.4.2 Installation Details - Approved backflow prevention assemblies shall be sized and installed in accordance with the following guidelines and limitations:

1. Each assembly shall be sized to provide an adequate supply of water and pressure for the facility being served.
2. The size of each assembly shall be equal to or greater than the water meter providing service. For branched services with a single meter, the assembly shall be sized to match the service pipe diameter supplying the assembly.
3. On facilities where non-interruption of water supply is critical, two assemblies of the same type shall be installed in parallel.
4. Bypass lines are prohibited. Pipefittings that could be used for connecting a bypass line shall not be installed.
5. Each assembly shall be installed on the customer side of the water meter, prior to any water take off serving the site, and located within 5 feet of the meter, unless otherwise approved in writing by the City.
6. Each assembly shall have a minimum of eighteen (18) inches clearance on the back side and eighteen (18) inches clearance on the test cock side. The relief valve opening shall be at least twelve (12) inches above the grade/floor or highest possible water level, but no higher than 36”.
7. Assemblies shall only be installed in the orientation (horizontal or vertical) for which they have received full acceptance and approval in both field and laboratory testing by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.

8. Each assembly shall be readily accessible for testing and maintenance and shall be located in an area where water damage to buildings or furnishings will not occur from relief valve discharge.
9. Air gap separations shall not be altered in any way and shall be available for inspection at all reasonable times.
10. For reduced pressure principle assemblies that have been approved to be installed in interior areas within facilities, an approved air gap shall be located at the relief valve orifice.
11. For reduced pressure principle assemblies, an approved air gap funnel assembly may be used to direct minor discharges away from the assembly provided the air gap funnel assembly will not control flow in a continuous relief situation. Daylight drain ports shall be provided to accommodate full pressure discharge from the assembly.
12. No deviations from the requirements of this section shall be permitted without prior written approval of the City.
13. All residential backflow prevention assemblies shall be installed by the City and located within the right-of-way, except for residential properties with an auxiliary water supply or irrigation service requiring a backflow prevention assembly that is unable to be installed wholly within the right-of-way.

3.4.3 **Backflow Prevention Assembly/Method Type and Application** - The following are common backflow prevention assembly/method types, and their corresponding general installation applications, as acceptable to the City. Many specific facility types or installation applications may require a more protective backflow prevention assembly/method than described below. A list of facility types and each corresponding required backflow prevention assembly/method is listed in Appendix A.

Air Gap (AG) – Air gap separations provide maximum protection from backflow hazards and, as an alternate to mechanical backflow prevention assemblies, may be installed at any facility where a substance is handled that could be hazardous to health if introduced into the public water system.

Reduced Pressure Principle Backflow Prevention Assembly (RP) – Reduced pressure principle assemblies shall be installed at any facility where a substance is handled that could be hazardous to the public health if introduced into the public water system.

Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA) – Reduced pressure principle detector assemblies shall be installed on fire protection systems for which a main-line meter is not used but the need to determine leaks or unwanted usage is desired and where a substance is handled that could be hazardous to the public health if introduced into the public water system.

Double Check Valve Backflow Prevention Assembly (DC) – Double check valve assemblies shall be installed at a facility where a substance is handled that could be objectionable, but not hazardous to health, if the substance is introduced into the public water system.

Double Check Detector Backflow Prevention Assembly (DCDA) – Double check detector assemblies shall be installed on fire protection systems for which a main-line meter is not used but the need to determine leaks or unwanted usage is desired and where a substance is handled that could be objectionable, but not hazardous to health, if the substance is introduced into the public water system.

Dual Check (DuC) – Dual check valves may be installed to reduce risks from backflow at residential properties

for internal protection only and are not acceptable for protection of the public water system. Installations shall be in accordance with the Code of Ordinances, the current adopted plumbing code by the City and applicable State of Florida requirements, as determined by the City of Port Orange Growth Management Department, Building Inspection.

3.5 Water Service and Premise Plumbing Inspections

An inspection of the customer's water service and premise plumbing for determining adequate protection of the public water system and the need for cross-connection control shall be required by the City prior to establishing or continuing water service under the following circumstances:

1. Prior to providing potable water service to a newly constructed facility.
2. After any alterations or improvements to the water service connection or customer's water system of a facility served by the public water system.
3. Upon installation of an irrigation system, non-potable irrigation system, or fire suppression system at a facility served by the public water system.
4. As part of the City's Backflow Prevention and Cross-Connection Control Program, or when the City has cause to believe that an existing service location, commercial or residential, contains an actual or potential cross-connection.

At the discretion of the City, continuation or provision of permanent water service to any facility or customer location can be made contingent upon completion of such inspections and installation of all approved backflow prevention assemblies required by the City's Authorized Agent.

For all new construction or modifications that require a permit, Certificates of Occupancy and permits shall not be issued by the City until final inspection of required approved backflow prevention assemblies by the City's Authorized Agent has been performed, and that satisfactory test results by a registered, cross-connection tester have been received and recorded.

3.6 Backflow Prevention Assembly Registration, Reporting and Recordkeeping

To ensure the continued protection of the public water system, all approved backflow prevention assemblies required shall be registered with the City and field-tested to verify the assembly is properly functioning.

3.6.1 Reporting & Recordkeeping - Any registered tester who performs an operational test on any backflow assembly installed to protect the City's public water system shall report the results of that test electronically to: backflowreports@port-orange.org.

Registered testers shall supply all testing information as required by the electronic reporting system and the Backflow Prevention Assembly Test and Maintenance Report (TMR). All applicable fields of the TMR forms shall be filled out completely. Reporting information shall be provided no later than 15 days from the day the test was performed.

Web-service fees and account setup for using the electronic reporting system may be required by the web-service company or the City and shall be the responsibility of the certified tester.

3.7 Backflow Prevention Assembly Testing

3.7.1 Responsibility for Commercial Testing – It is the responsibility of the Commercial water service customer, as listed on the water utility account, for compliance with the testing requirements for the backflow prevention assembly, as well as the reporting required by these Rules and Regulations, as a condition of establishing or continued water service provided by the City. Failure to comply with these Rules and Regulations may warrant a cessation of the water service customer’s water service pursuant to Section 4. Assignment of testing responsibilities between a water service customer and a third party (property owner, property manager, lessor, etc.) shall be the sole responsibility of the water service customer.

3.7.2

Responsibility for Residential Testing - City-contracted licensed plumbers will test the domestic water service backflow prevention assembly on the residential customer’s behalf if located within the right-of-way. Residential customers who have a pressure vacuum breaker assembly, on private property, will be required to obtain their own backflow assembly test and submit the passing test. A passing report must be submitted every other year to the City. Failure to provide a passing report will result in remedial action as provided in Sec. 74-245 of the Code of Ordinances. The residential customer can also opt to have the city test the device as stated test their pressure vacuum breaker assembly. Prior to the City entering the property for testing purposes, the owner will be required to complete an authorization to enter form as provided by the City. The City will use a licensed plumber to perform the test and the cost of testing the assembly will be charged to the customer on their utility bill.

3.7.3 Testing Frequency – Each approved assembly shall be tested according to the following schedule:

1. At the time of installation, but no later than 10 calendar days after installation of a new backflow prevention assembly;
2. After the date of installation:
 - (a) Annually for all non-residential and fire protection water service connections, and for residential water service connections that do not meet the conditions for every other year testing in (b) below;
 - (b) Every other year for residential water service connections if all the following conditions are met:
 - (i) The dwelling, or building within which the dwelling is located, is fewer than five stories in height;
 - (ii) There is no booster pump serving, or within, the premise
3. Immediately after the repair or replacement of the assembly;
4. Immediately after the assembly has been relocated; and
5. At the request and discretion of the City’s Authorized Agent.

3.7.4 **Testing Procedures** – All testing of approved backflow prevention assemblies shall be in accordance with each assembly manufacturer’s recommended procedures and the following:

1. The American Backflow Prevention Association Tester Certification Program, Florida Section; or
2. The University of Florida TREEO Center – Backflow Prevention: Theory and Practice; or
3. Florida Section – American Water Works Association (FS-AWWA).
4. **Registered Testers/Testing Companies** – All required testing of approved backflow prevention assemblies shall be performed by a certified backflow assembly tester or licensed plumber registered with the City. Companies that provide backflow prevention assembly testing must have each tester approved for registration accordingly. For a tester or licensed plumber to be registered by the City to do testing on backflow prevention assemblies, a person must meet the following minimum requirements:
 1. Complete, sign and submit a Backflow Assembly Tester Registration Application with the City;
 2. Furnish evidence satisfactory to the City that each individual applicant has attended and successfully completed a comprehensive backflow assembly testing training and certification program provided by the University of Florida TREEO Center, the Florida Water Pollution Control Operators Association (FWPCOA), or other City-approved backflow certification training school;
 3. Demonstrate that the applicant has available the necessary tools and equipment to properly test backflow prevention assemblies; and
 4. Provide evidence that all test kits to be used to test backflow prevention assemblies have been calibrated and tested for accuracy (+/- 2.0%) in accordance with the equipment manufacturer’s recommendations.

The City shall provide written notification to each applicant within 30 calendar days following receipt of a registration application. The City's notification will either inform the applicant that the application is complete (including all support documentation and information) and that the applicant's registration is now active, or, in the alternative, if the application is incomplete, provide a list of the information needed to complete registration and provide the applicant 15 days from the date of the notification to supplement the application for consideration. Failure to supplement an incomplete registration application in the 15-day timeframe will result in the registration being deemed incomplete and the applicant will not be registered. Once the applicant is notified the submitted application is complete, the applicant may provide testing services for City water service customers, provided they maintain their registered status in good standing with the City.

3.1.2 **Maintaining Registered Status** – In order to maintain registered status, registered backflow assembly testers/testing companies are required to comply with the following conditions:

1. The tester or licensed plumber is not subject to disciplinary action in accordance with Section 5 – Registered Tester and Plumber Violations and Enforcement.
2. Every two years, attend and successfully complete a re-certification training course provided by the University of Florida TREEO Center, the Florida Water Pollution Control Operators Association (FWPCOA), or other City-approved backflow certification/re-certification training school or organization. Documentation of re-certification shall be provided to the City.
3. Annually, have each test kit calibrated and tested for accuracy (+/- 2.0%).

Documentation of calibration testing shall be provided to the City.

4. Have routinely performed competent and accurate certifications of each backflow prevention assembly tested. Documentation of inspection reports with test results shall be made available to the City, if requested, for each assembly tested for a period of three years.
5. Have made no changes to the design or operating characteristics of any backflow prevention assembly tested.

3.2 Backflow Prevention Assembly Maintenance, Repair, and Replacement

It is the responsibility of the water service customer, as listed on the water utility account, for compliance with the maintenance, repair, or replacement of the backflow prevention assembly, as well as the reporting required by these Rules and Regulations, as a condition of establishing or continued water service provided by the City. Failure to comply with these Rules and Regulations may warrant a cessation of the water service customer's water service pursuant to Section 4. Assignment of maintenance, repair, or replacement responsibilities between a water service customer and a third party (property owner, property manager, lessor, etc.) shall be the sole responsibility of the water service customer.

Maintenance, repair and replacement of a backflow prevention assembly must be made by a licensed plumber or by a property owner if in strict accordance with the limited contractor exemption set forth in Section 489.103(7)(a), Florida Statutes.

If the City discovers that maintenance, repair, or replacement of a backflow prevention assembly is made by an unauthorized party, the City may require the water service customer to have the work re-done or reviewed by a person authorized to conduct such activities at the customer's expense. All maintenance, repair and replacement activities shall be done in accordance with the manufacturer's recommended procedures, using manufacturer's approved parts, and in accordance with these Rules and Regulations, City Code of Ordinances, applicable plumbing code, and State law.

When maintenance or repairs to a backflow prevention assembly cannot be made to comply with the requirements of these Rules and Regulations, the customer shall replace the backflow assembly himself or herself or have the backflow prevention assembly replaced by a licensed plumber, with a proper approved backflow prevention assembly, suitable for the degree of hazard, in accordance with these Rules and Regulations. The new assembly shall be tested upon installation and the passing test results shall be submitted to the City as required.

The City shall not be liable for any damages, financial or otherwise, resulting from the required maintenance, repair or replacement of the approved backflow prevention assembly.

3.2.1 City of Port Orange-Coordinated Maintenance, Repair, or Replacement Commercial and Residential– If a water service customer fails to properly maintain, repair, or replace a backflow prevention assembly, has received previous notices of non-compliance from the City requesting action to correct such noncompliance, and has failed to correct the violation within fourteen (14) days of receiving the final notification, the City will immediately disconnect the water service. The City will then coordinate the services necessary on behalf of the water customer to contract with a licensed plumber to perform the needed maintenance, repairs or replacement and submit passing test results for the backflow prevention assembly on the customer's behalf. The customer will be charged the cost for coordinating and performing the needed maintenance, repairs, or replacement on their utility bill and will be required to pay these

charges in full. The City will ensure that the plumber that performs the maintenance, repair, or replacement is not associated with the plumber that performed the initial test. The plumber that performs the repair will be responsible for re-testing the assembly and submitting passing test results to the City.

Ownership and/or maintenance responsibility for a repaired or replaced backflow prevention assembly shall remain the sole responsibility of the water service customer. Failure of the customer to allow the City-contracted plumber to perform the needed maintenance, repairs, or replacement of the backflow prevention assembly may result in the suspension, discontinuation, or denial of water service until the customer has eliminated the actual or potential backflow hazard or cross-connection in accordance with these Rules and Regulations and to the satisfaction of the City.

[END OF SECTION 3]

Section 4 – Water Customer Violations, Threat Levels, and Extensions

4.1 Violations

These Rules and Regulations are established to ensure the availability of clean, safe drinking water and to protect the health, welfare and safety of the City's water customers. Pursuant to Rule 62-555.360(3), FAC, the water purveyor has the authority and responsibility to ensure that a cross-connection is eliminated, ensure that appropriate backflow protection is installed, and/or discontinue water service to any customer who refuses to install or properly test and maintain a cross-connection control assembly where an actual and/or potential cross-connection may exist. A water customer's non-compliance with these Rules and Regulations may result in suspension, discontinuation, or denial of water service until the customer has eliminated the actual or potential backflow hazard or cross-connection in accordance with these Rules and Regulations and to the satisfaction of the City.

4.2 Serious and Immediate Threats

When a backflow hazard or uncontrolled cross-connection, actual or potential, has been identified within a customer's water system and is judged to be a serious and immediate threat to the health or welfare of any person, public water system, or to the environment, the City may, without prior notice, disconnect or suspend potable water service to any customer, facility, or area when such disconnect or suspension is necessary to temporarily eliminate the threat.

Upon the disconnection of service, the City shall attempt to notify the water service customer of such suspension of service in person or by certified mail, return receipt requested, and shall order the water service customer to permanently eliminate the threat.

The affected potable water service, once disconnected, shall be restored only when the affected customer presents satisfactory proof to the City that the backflow hazard or cross-connection has been eliminated and its cause has been determined and corrected. The customer is responsible for all fees, costs, and damages incurred due to actual or potential backflow incidents.

4.3 Less Serious but Ongoing Threats

When a backflow hazard or uncontrolled cross-connection, actual or potential, has been identified within a customer's water system and is judged not to be a serious and immediate threat to the health or welfare of any person, public water system, or to the environment, as to constitute an emergency requiring an immediate service interruption, the customer shall be allowed 30 calendar days from receipt of written notification from the City to eliminate the threat. Such threats include the absence of an approved backflow prevention assembly or the failure on behalf of the water service customer to properly test or maintain an existing backflow prevention assembly in accordance with these Rules and Regulations.

4.3.1. **No Existing Backflow Prevention Assembly** - If a backflow prevention assembly is required and has not been installed, the water service customer shall install an approved backflow prevention assembly. If, after 30 calendar days of receipt of the City notice, the water service customer has not corrected the backflow hazard or uncontrolled cross-connection, the City shall issue a final notification by

certified mail-return receipt requested. The final notification shall instruct the water service customer to permanently eliminate the threat within 14 calendar days and notify the water service customer that failure to do so within 14 calendar days will result in the immediate interruption of water service. After the 14 calendar days, the City shall disconnect or suspend water service if the water service customer has not complied or been granted an extension.

4.3.2. **Improper Testing of Existing Backflow Prevention Assembly** - If a water service customer has installed a backflow prevention assembly, but the assembly has not been properly tested per Section 3.5 of this Manual, the water service customer shall have the backflow prevention assembly tested within 30 calendar days of written notification by the City about such testing requirement. If the water service customer fails to provide the City with a test report complying with Section 3.5 within 30 calendar days of the City's written notification, the City shall take action to reduce or eliminate the threat as indicated below or disconnect or suspend water service for the water service customer if the City, or its contractor, is not allowed site access to complete such test. All such costs for testing will be billed to customer on its water service bill over either a 12 month or 24 month period, depending on the appropriate time frame for testing the water service customer's backflow prevention assembly as set forth in Section 3.7.4 of this Manual.

4.4 Requests for Extension

If, for any reason, a water service customer cannot comply within the time requirements for eliminating a backflow hazard or uncontrolled cross-connection, the customer may request a time extension in writing for consideration and possible approval by the City. Each request shall be accompanied by a compliance plan - clearly identifying the actions or steps to be taken by the water service customer in order to make the necessary corrections to eliminate the threat. The compliance plan must include a time schedule for implementing the proposed actions or steps. Requests for extensions without a compliance plan will not be considered. Requests for an extension of time to avoid mandatory enrollment in the City's Testing Program which is the result of a failure to address testing or maintenance of a backflow prevention assembly, shall also not be considered. Requests for an extension of time will not be considered if such request is made after the expiration of the time frame for testing or repair.

4.5 City-Coordinated Testing

Only water service customers with a pressure vacuum breaker (PVB) may voluntarily participate in the City's Program for Backflow Assembly Testing, described in Section 3.7.4, for which the City will hire a licensed plumber to perform the required testing. Additionally, when a water service customer fails to properly test or fails to properly maintain, repair, or replace a backflow assembly that has failed a test, the City may hire a licensed plumber to perform the necessary services. All costs associated with testing and maintenance, repairs or replacement of the assembly will be charged to the customers water utility account, which may be amortized as determined by the City.

[END OF SECTION 4]

Section 5 – Violations and Enforcement for a Registered Tester or Licensed Plumber

5.1 General

These Rules and Regulations are established to ensure the availability of clean, safe drinking water and to protect the health, welfare and safety of the City's water customers. The City reserves the right to cancel tester and licensed plumber registration for testing, maintenance, repair and replacement of backflow assemblies if there is a violation of Section 5 of this manual, for reasons relating to the public health, safety, or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion. Actions of registered testers and licensed plumbers can potentially threaten the quality of water in the Community Water System and, as a result, threaten the health, safety, and welfare of the City's water customers. Therefore, the City has established parameters for quality assurance inspection, violations, and enforcement procedures to protect the public water system.

5.2 Quality Assurance/Quality Control Inspections and Testing

City-Authorized Agents may, on occasion, perform quality assurance/quality control inspections and testing of customer backflow assemblies to verify testing and results submitted by a registered tester or licensed plumber. City-Authorized Agents may also perform quality assurance/quality control inspections and testing for verification and quality of replacement, repairs, and maintenance of backflow assemblies reported by licensed plumbers. If the Authorized Agent discovers a violation during the quality assurance/quality control inspection, the Authorized Agent will notify the registered tester or licensed plumber in writing by a Warning Letter and provide ten (10) business days for the registered tester or licensed plumber to correct the violation or provide information proving the violation did not occur. Failure to correct any violation within the specified time frame will result in the matter being referred to the Code Enforcement Board for hearing as set forth in Section 5.5.

5.3 Violations

If a vendor commits any of the violations listed in this Section 5.3, the vendor will be subject to the disciplinary actions set forth in Section 5.4, which will result in a warning letter or a suspension or revocation of a vendor's registered status with the City to provide backflow assembly testing, replacement, repair, or maintenance. Additionally, civil penalties, fines, and costs may be pursued if the quality of the public water system is impacted as a direct result of the activities of a registered tester or licensed plumber as they relate to backflow assembly testing, replacement, repair, or maintenance, as specified in the violations listed below.

5.3.1 **Noncompliant Activities** – Noncompliant activities associated with inspections, reports, repairs, replacements, or maintenance activities include, but are not limited to:

1. Any backflow assembly test, replacement, repair, or maintenance that is falsely represented as being performed on a report but is not actually performed;
2. Any backflow assembly test not performed by a City registered tester or licensed plumber;

3. Any backflow assembly test that is not properly executed by a registered tester or licensed plumber (Examples of improperly executed tests include, but are not limited to, tests performed using expired or uncalibrated test equipment, tests reported as completed but not actually completed, and tests reporting false test results); and
4. Any testing, repair, replacement, or maintenance activity the City determines noncompliant with the Cross-Connection rules and regulations, including this Manual, completed with the intention to deceive and which results in financial gain for the person completing the activity.

5.3.2 **Failure to Maintain Certification or License** – Testers that fail to maintain or renew their backflow assembly tester certification with an approved tester training school or organization, and licensed plumbers that fail to maintain their license with, or have had their license revoked by, the Florida Department of Business Regulation shall be considered noncompliant with the Cross Connection rules and regulations, including this Manual, and in violation of this Section.

5.3.3 **Contracting Without a License** – Maintenance, repair and replacement of a backflow prevention assembly must be made by a licensed plumber or property owner, as allowed under Section 489.103(7)(a), Florida Statutes. Any City registered tester that is not a licensed plumber in the State of Florida found performing replacement, repairs, or maintenance to a water customer's backflow assembly as a service is "contracting without a license" and considered a violation of this Section.

5.3.4 **Prosecutions for Related Activities** – Testers and licensed plumbers that have been prosecuted and had a judgment or order entered against them in Federal, State, or Administrative Courts, or other relevant governing body, for (1) activities related to testing, replacement, repair, or maintenance activities for backflow assemblies, (2) issues relating to their qualifications or certifications to conduct such activities, or (3) contracting without a license for activities relating to backflow assemblies shall be considered noncompliant with the Cross-Connection rules and regulations, including this Manual, and in violation of this Section 5.3. Such noncompliance shall be considered ongoing until such time that any license suspension, penalty payment, or other such conditions arising from an order and/or judgment in the case are completed and closed out by the prosecuting authority.

5.3.5 **Other Violations** – Any failure to test, replace, repair, or maintain backflow assemblies in accordance with the manufacturer's recommended procedures, using manufacturer's approved parts, and in accordance with these Rules and Regulations, City Code of Ordinances, applicable plumbing code, and State law shall be a violation of this Section 5.3.

5.4 Disciplinary Actions

5.4.1 Violations -

For violations set forth in Section 5.3, a vendor will be issued a warning letter for a first offense and given ten (10) business days to correct the violation or provide exculpatory information illustrating that the alleged violation did not occur. If a vendor corrects the violation or provides exculpatory information acceptable to the City within the required time period, no further action will be taken. If a vendor fails to correct the violation or provide exculpatory information acceptable to the City within the required time period, the case will be forwarded to the Code Enforcement Board for disciplinary action which may include

suspension or revocation of registration, along with a request for civil penalties, fines, and costs, as appropriate.

If a repeat violation is identified and a vendor has already received a previous warning letter for a violation of Section 5.3, no warning letter will be issued. The vendor will be notified that the violation will be referred to the Code Enforcement Board for disciplinary action which may include registration suspension or revocation, along with a request for civil penalties, fines, and costs, as appropriate.

A first suspension from registration with the City shall be for six (6) months. A second violation shall result in permanent revocation of tester registration with the City.

5.4.2 Pollution or Contamination Events - In the event the quality of water in the public water system is impacted as a direct result of a vendor's activities as it relates to backflow assembly testing, replacement, repair or maintenance, or as a result of a violation as identified herein, the City may also pursue substantial civil penalties against the violator.

[END OF SECTION 5]

Section 6 – Construction Standards

6.1 General Construction Standards

All backflow prevention assemblies and associated piping shall be installed in accordance with the City Code of Ordinances, the current adopted plumbing code, and applicable State of Florida Law. Additionally, all backflow prevention assemblies shall be installed in accordance with the following requirements to ensure the proper operation of and accessibility to the assembly:

6.1.1. **Approved Assemblies** - Only “approved” backflow prevention assemblies shall be installed. Assemblies that have been installed or repaired shall not be altered from their Approved configuration.

6.1.2. **Test Cocks and Isolation Valves** – Each approved assembly shall be equipped with four test cocks, properly located and unobstructed to allow pressure testing across each stage of the backflow assembly. Approved assemblies shall also be equipped with resilient seat isolation (shut-off) valves. All valves 2-inches diameter and smaller shall be quarter-turn ball valves.

6.1.3. **Inlet Shut-off Valve** – Backflow prevention assemblies shall be installed so that the inlet shut-off valve of the backflow assembly is the next piped fitting (including piping) after the water meter, except where a meter bypass, limited area fire system, or strainer is needed; in which case, the inlet shut-off valve shall be the next piped fitting after the bypass, fire system, or strainer. All shut off valves two (2) inches and under are to be ball valve types.

6.1.4. **Thermal Protection** – If a backflow assembly must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection shall be installed to provide the correct temperature environment for the assembly. Special precautions shall be taken to protect the assembly from external heat sources (i.e. welding or soldering equipment) that could damage the internal components and prevent proper operation of the assembly. No freeze protection equipment may be attached to the backflow prevention assembly or test cocks. If needed it shall be placed on the riser pipe located closest to the premise to allow flow through the assembly.

6.1.5. **Submergence / Flood Protection** – No part of a backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. This requirement precludes installation of an assembly in a below ground vault or structure.

6.1.7. **Ground Clearance** – Minimum and maximum ground clearance is measured from the floor or ground to the lowest part of the assembly. The maximum height for any component of the assembly shall be no greater than seventy-two (72) inches above ground. If a backflow assembly is located within a swale, ditch, or other area subject to flooding, the minimum ground clearance shall be measured from the established flood elevation.

6.1.8. **Location of Assembly** – A backflow prevention assembly shall be installed within 5 feet of the point of delivery, before any branch in the customer’s water service. Any variance to this requirement must be pre-approved in writing by the City’s Cross-Connection Control Program enforcement agent.

6.1.9. **Interior Installation** – Where the backflow prevention assembly has been approved to be installed within the served building, the backflow prevention assembly inlet valve shall have a minimum clearance of eighteen (18) inches on all sides. It is recommended that a floor drain be installed as close as possible to the assembly and that the assembly be installed with a relief valve orifice. The assembly shall be readily accessible between 8:00 a.m. and 5:00 p.m., Monday through Friday. Closet minimum size is forty (40) inches by seventy-two (72) inches with a thirty (30) inch standard door.

6.1.10 **Flushing and Debris Removal** – Water service lines shall be thoroughly flushed prior to installation of the backflow assembly. A Y-Type strainer with blow-down connection may be required ahead of the assembly to protect the assembly from recurring debris.

6.1.11 **Pipe Risers** – All backflow prevention assemblies shall be installed on pipe risers made of material approved by the City. Backflow prevention assemblies three (3) inches diameter and smaller shall use hard copper or galvanized metal riser material. Above-ground PVC is not allowed in any application.

[END OF SECTION 6]

Appendix A – Typical Hazards

There are varying degrees of hazards, and the degree of protection should be commensurate with the degree of hazard. The following sections provide partial list of facilities and equipment that require protection against cross-connections. These facilities and equipment shall be served by an approved backflow prevention assembly of the type(s) designated below. Facilities and equipment not specifically identified within this section may require cross-connection control and shall be reviewed on a case-by-case basis by the City's Authorized Agent.

AG	Air Gap
DC	Double Check Valve Backflow Prevention Assembly
DCDA	Double Check Detector Backflow Prevention Assembly
RP	Reduced Pressure Principle Backflow Prevention Assembly
RPDA	Reduced Pressure Principle Detector Backflow Prevention Assembly
PVB	Pressure Vacuum Breaker Assembly

A.1 Typical Facilities Requiring Protection

The following facilities shall require an approved backflow prevention assembly as indicated in the table below. The table lists the assemblies that provide the minimum level of protection required. The customer may elect to install an assembly that will provide a greater level of protection, but the assembly shall be subject to City approval. The assembly shall be installed prior to any water connection serving the site and shall be located within five feet of the meter or service connection to the public water system.

Table A-1 – Required Backflow Protection by Facility Type

	Facility Type	Required Assembly
1.	Aircraft and Missile Plants	RP
2.	Automotive Plants	RP
3.	Auxiliary Water Supply (Interconnected; Regulated PWS)	RP
4.	Auxiliary Water Supply (Interconnected; Unregulated; Commercial or Residential)	AG
5.	Auxiliary Water Supply (Not Interconnected; Commercial or Residential)	RP
6.	Beverage Bottling Plants	DC
7.	Breweries	RP
8.	Buildings with sewer ejectors	RP
9.	Canneries, Packing Houses and Reduction Plants	RP
10.	Car Wash and water reclamation systems	RP
11.	Centralized Heating and Air Conditioning Plants	RP
12.	Chemical Plants	RP
13.	Commercial Laundries	RP
14.	Commercial Swimming Pools	RP
15.	Dairies and Cold Storage Plants	RP
16.	Dye Works	RP

17.	Food Processing or Preparation Facilities	RP
18.	Film Processing Laboratories	RP
19.	Fire Systems (residential 13D) less than 2"	DC
20.	Fire Systems with Stand Pipe Systems	DCDA
21.	Fire Systems with Sprinkler Systems	DCDA
22.	Fire Systems with pump and/or storage tank	DCDA
23.	Fire Systems with auxiliary supply	RPDA
24.	Fire System with Chemicals Additives	RPDA
25.	Schools, High Schools, and Colleges	RP
26.	Hospital, Mortuaries, Medical and Dental Buildings and Sanitariums	RP
27.	Laundries and Dye works	RP
28.	Irrigation Systems (with pop-up sprinkler heads, injector pumps, or alt. water source)	RP
29.	Laboratories	RP
30.	Manufacturing, Processing or Fabricating Plants	RP
31.	Mop Sinks	RP
32.	Motion Picture Studios	RP
33.	Multistoried Buildings (with booster pumps or internal reservoir)	RP
34.	Multistoried Buildings (with boiler systems or cooling towers)	RP
35.	Multistoried Buildings (non-health hazard)	DC
36.	Oil and Gas Production Plants	RP
37.	Paper and Paper Products Facilities	RP
38.	Plating Plants	RP
39.	Radioactive Materials Processing Facilities	RP
40.	Restaurants, Kitchens, Food Processing Facilities	RP
41.	Restricted, Classified or other Closed Facilities	RP
42.	Rubber Plants	RP
43.	Sand and Gravel Plants	RP
44.	Served by reuse or reclaimed water	RP
45.	Solar Domestic Hot-Water Systems with direct make-up lines	RP
46.	Steam Boiler Plants	RP
47.	Sewage and Storm Drainage Facilities (Including lift stations)	RP
48.	Water-Hauling Equipment	RP
49.	Where Cross-Connection is Maintained	RP

A.2 Other Equipment Requiring Protection

The presence of specific equipment on a site may also require the installation of an approved backflow prevention assembly. The type of assembly required shall be determined by the City of Port Orange's Authorized Agent and shall be commensurate with the degree of hazard. If required, the assembly shall be installed prior to any water connection serving the site and shall be located within five feet of the meter or service connection to the public water system. The presence of an equipment-specific backflow prevention assembly may not necessarily relieve the need for (or requirement of) a site-specific backflow prevention assembly on the water service connection to protect the public water system.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/4/2025

SUBJECT: (G17) Second Reading - Ordinance No. 2025-08 - First Amendment to the Madeline Commons PUD Master Development Agreement (Case No. PRZA-24-0009)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-08.

SUMMARY: Planning Commission Action (1/23/25): Recommended Approval 7-0

The proposed 1st Amendment to the Madeline Commons Master Development Agreement (MDA) is to modify the MDA to require the developer to install Rapid Flashing Beacon signs and a flashing Stop sign (signs) as a safety improvement at Sugar Mill Elementary's parent pick-up/drop-off driveway at Charles Street instead of installing a 6-foot privacy fence between the subdivision and Sugar Mill Elementary School. The signs are positioned at the intersection of the parent pick-up/drop-off driveway at Charles Street to alert drivers entering and exiting the school of the pedestrian crossing. **The proposed amendment does not change any other requirements in the MDA.**

In 2021, Volusia County School District (VCSD) staff requested a requirement be added to the Madeline Commons MDA to provide a privacy fence along the north and east sides of Sugar Mill Elementary School to provide a buffer between the proposed development and the school. According to the Land Development Code, a 6-foot privacy fence is NOT required along the boundary of the PUD adjacent to Sugar Mill Elementary School. However, the developer agreed to provide the privacy fence as requested by the school district staff.

During the construction of the subdivision, it was determined that the installation of the 6-foot privacy fence would create an impact on a protected wetland area located in the subdivision and could create a security concern by restricting visibility into the school property from the perimeter. The developer met with staff from the VCSD, and it was agreed that the developer could install the signs at the Sugar Mill Elementary pick-up/drop-off driveway on Charles Street instead of installing the 6-foot privacy fence.

According to VCSD staff, it was determined that the retention areas, wetlands, landscape buffers, and tree conservation areas along the perimeter of the subdivision, as well as the existing 6-tall chain link fence on the school property, that will remain,

provide sufficient security and buffer between the school and the subdivision. Since the requirement to install the fence is listed in the Madeline Commons MDA, an amendment to the MDA is needed to remove the requirement to install the 6-foot privacy fence. If the Amendment is not approved, the developer will be required to install the 6-foot privacy fence.

The signs are directed at motorists and pedestrians at the intersection. City staff has worked with staff from the Volusia County School District, Port Orange Police Department, and Volusia County Sheriff's Office to ensure the location of the signs will enhance visibility and warning at the school pick-up/drop-off driveway on Charles Street. The timer on the flashing Stop sign will be set for active flashing from 6:00 am – 9:00 am and 1:00 pm – 5:00 pm unless it is determined that the timeframes need to be adjusted; all other times, it will just be a regular stop sign. The timers on pedestrian signs will be button-activated 24 hours/day.

The Staff Report is attached for more information.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-08 w exhibit	Ordinance No. 2025-08 w exhibit.pdf
2.	Amendment to MDA for Madeline Commons	Amendment to MDA for Madeline Commons.pdf
3.	STAFF REPORT	STAFF REPORT .pdf
4.	Business Impact Estimate - ORD 2025-08 - PRZA-24-0009	Business Impact Estimate - ORD 2025-08 - PRZA-24-0009.docx

Penelope Cruz
Amanda Bonin

Created/Initiated - 2/13/2025
Final Approval - 2/13/2025

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE MADELINE COMMONS PLANNED
UNIT DEVELOPMENT MASTER DEVELOPMENT
AGREEMENT AS IT RELATES TO REMOVAL OF THE
REQUIREMENT TO INSTALL A FENCE ADJACENT TO
SUGAR MILL ELEMENTARY SCHOOL; PROVIDING FOR
THE REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into First Amendment to the Madeline Commons Planned Unit Development Master Development Agreement (“MDA”); (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended denial of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

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

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2025

Passed and adopted on second and final reading on the day of _____,
2025

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

EXHIBIT 1

FIRST AMENDMENT TO THE MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (the "**First Amendment**") is made this _____ day of _____, 2025, by and between the **CITY OF PORT ORANGE, FLORIDA** ("City"), a Florida municipal corporation, and **CAMPBELL CROSSING OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, in its capacity as the owner of the Property ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"**, attached hereto, ("**Property**"), which is the only property impacted by this First Amendment; and

WHEREAS, the City and Madeline Commons LLC, previously entered into the Madeline Commons Planned Unit Development Master Development Agreement, adopted November 9, 2021, and recorded in Official Records Book 8154, Page 833, Public Records of Volusia County, Florida (the "MDA");

WHEREAS, during the review of the proposed MDA, Volusia County School District staff requested the MDA include a requirement for a fence along the PUD property boundary adjacent to Sugar Mill Elementary School;

WHEREAS, during construction of the PUD development it was determined that installation of said fence would create impacts to an on-site protected wetland area;

WHEREAS, the Volusia County School District staff agreed that said fence was no longer desired, and that installation of safety flashing beacons at Sugar Mill Elementary's driveway on Charles Street in lieu of said fence is a more desired improvement;

WHEREAS, the Parties desire to amend the MDA to remove the requirement for a fence along the property boundary adjacent to Sugar Mill Elementary School, subject to installation of safety flashing beacons at Sugar Mill Elementary's driveway on Charles Street, and subject the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. **Section 12. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

12. Project Buffers and Landscaping

In order to comply with the requirements of Chapter 13, Sections 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of ten (10') feet along the Property boundary adjacent to the City of South Daytona, twenty (20') feet along 5th Street where lots are not present, twenty (20') along Charles Street, twenty (20') feet along McDonald Road, and ten (10') feet along the Property boundary adjacent to Sugar Mill Elementary School. ~~A six (6) foot privacy fence setback a minimum 3 feet from the Property line for maintenance shall also be installed along the Property boundary adjacent to Sugar Mill Elementary School.~~ All buffers will remain as existing conditions or at time of each lot build out shall be required to install minimum landscape requirements for the Port Orange LDC. Landscape buffers and privacy fencing shall be constructed in the initial phase of development. No clearing or altering of the Property shall occur until the phase of that project area has been issued an approved construction plan. Existing vegetation in the perimeter buffer that may remain undisturbed shall count toward the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC. The landscape plans required for the final plat shall account for the removal and mitigation of trees with the perimeter buffers. No structures, primary or accessory, will be allowed within perimeter buffers, except for fencing. The Madeline Commons HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that landscaping is not being maintained in accordance with the standards established in the covenants and restrictions. The covenants and restrictions shall include provisions for the HOA to charge the individual lot owners for the costs of the HOA maintaining the landscape buffer.

3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence
of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Scott Stiltner, Mayor

Attest:

Witness 2

Print Name of Witness 2

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by Scott Stiltner, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

CAMPBELL CROSSING OWNERS ASSOCIATION, INC., a Florida not for profit corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By:

Print Name: Anael Jobalia

Date:

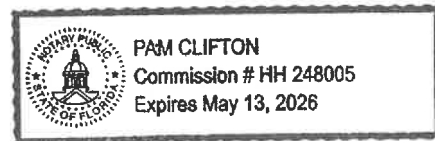
12/19/24

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of December, 2025, by Anael Jobalia of Campbell Crossing Owners Association, Inc. He or she is ☒ personally known to me or ☐ produced as identification and did not take an oath.

Pam Clifton
Notary Public

Commission No. _____



Approved as to legal form:

By: _____

Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

**TRACT B, MADELINE COMMONS SUBDIVISION AS RECORDED IN MAP BOOK
66, PAGES, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA.**

PARCEL NO. 6304-10-00-00B0

**FIRST AMENDMENT TO THE MADELINE COMMONS PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (the "**First Amendment**") is made this _____ day of _____, 2025, by and between the **CITY OF PORT ORANGE, FLORIDA** ("City"), a Florida municipal corporation, and **CAMPBELL CROSSING OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, in its capacity as the owner of the Property ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"**, attached hereto, ("**Property**"), which is the only property impacted by this First Amendment; and

WHEREAS, the City and Madeline Commons LLC, previously entered into the Madeline Commons Planned Unit Development Master Development Agreement, adopted November 9, 2021, and recorded in Official Records Book 8154, Page 833, Public Records of Volusia County, Florida (the "MDA");

WHEREAS, during the review of the proposed MDA, Volusia County School District staff requested the MDA include a requirement for a fence along the PUD property boundary adjacent to Sugar Mill Elementary School;

WHEREAS, during construction of the PUD development it was determined that installation of said fence would create impacts to an on-site protected wetland area;

WHEREAS, the Volusia County School District staff agreed that said fence was no longer desired, and that installation of safety flashing beacons at Sugar Mill Elementary's driveway on Charles Street in lieu of said fence is a more desired improvement;

WHEREAS, the Parties desire to amend the MDA to remove the requirement for a fence along the property boundary adjacent to Sugar Mill Elementary School, subject to installation of safety flashing beacons at Sugar Mill Elementary's driveway on Charles Street, and subject the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. **Section 12. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

12. Project Buffers and Landscaping

In order to comply with the requirements of Chapter 13, Sections 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of ten (10') feet along the Property boundary adjacent to the City of South Daytona, twenty (20') feet along 5th Street where lots are not present, twenty (20') along Charles Street, twenty (20') feet along McDonald Road, and ten (10') feet along the Property boundary adjacent to Sugar Mill Elementary School. ~~A six (6) foot privacy fence setback a minimum 3 feet from the Property line for maintenance shall also be installed along the Property boundary adjacent to Sugar Mill Elementary School.~~ All buffers will remain as existing conditions or at time of each lot build out shall be required to install minimum landscape requirements for the Port Orange LDC. Landscape buffers and privacy fencing shall be constructed in the initial phase of development. No clearing or altering of the Property shall occur until the phase of that project area has been issued an approved construction plan. Existing vegetation in the perimeter buffer that may remain undisturbed shall count toward the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC. The landscape plans required for the final plat shall account for the removal and mitigation of trees with the perimeter buffers. No structures, primary or accessory, will be allowed within perimeter buffers, except for fencing. The Madeline Commons HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that landscaping is not being maintained in accordance with the standards established in the covenants and restrictions. The covenants and restrictions shall include provisions for the HOA to charge the individual lot owners for the costs of the HOA maintaining the landscape buffer.

3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence
of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Scott Stiltner, Mayor

Attest:

Witness 2

Print Name of Witness 2

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by Scott Stiltner, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

CAMPBELL CROSSING OWNERS ASSOCIATION, INC., a Florida not for profit corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By:

Print Name: Anael Jobalia

Date:

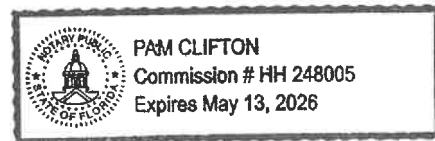
12/19/24

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of December, 2025, by Anael Jobalia of Campbell Crossing Owners Association, Inc. He or she is ☒ personally known to me or ☐ produced as identification and did not take an oath.

Pam Clifton
Notary Public

Commission No. _____



Approved as to legal form:

By:

Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

**TRACT B, MADELINE COMMONS SUBDIVISION AS RECORDED IN MAP BOOK
66, PAGES, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA.**

PARCEL NO. 6304-10-00-00B0



STAFF REPORT

1st Amendment to Madeline Commons Master Development Agreement
CASE NO. PRZA-24-0009

REQUEST:	Approve the 1st amendment to the Madeline Commons Master Development Agreement to remove the requirement to install a fence adjacent to Sugar Mill Elementary School and for Safety Flashing Beacon and Stop signs at the Sugar Mill Elementary parent drop off/pick-up driveway at Charles Street.
LOCATION:	964 Commons Way (Figure 1 - Location Map)
OWNER:	Campbell Crossing Owners Association Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 7-0 (January 23, 2025)
CITY COUNCIL:	February 18, 2025

PROPOSED AMENDMENT

The proposed 1st Amendment to the Madeline Commons Master Development Agreement (MDA) is to modify the MDA to require the developer to install Rapid Flashing Beacon signs and a flashing Stop sign (signs) as a safety improvement at Sugar Mill Elementary's parent pick-up/drop-off driveway at Charles Street instead of installing a 6-foot privacy fence between the PUD and Sugar Mill Elementary School. The signs are positioned at the intersection of the parent pick-up/drop-off driveway at Charles Street to alert drivers entering and exiting the school of the pedestrian crossing. **The proposed amendment does not change any other requirements in the MDA.**

Figure 1. Location Map



In 2021, Volusia County School District (VCSD) staff requested a requirement be added to the Madeline Commons MDA to provide a privacy fence along the north and east sides of Sugar Mill Elementary School to provide a buffer between the proposed development and the school. According to the Land Development Code, a 6-foot privacy fence is **NOT** required along the boundary of the PUD adjacent to Sugar Mill Elementary School. However, the developer agreed to provide the privacy fence as requested by the school district staff.

During the construction of the subdivision, it was determined that installation of the 6-foot privacy fence would create impacts on a protected wetland area located in the subdivision and could create a security concern by restricting visibility into the school property from the perimeter. The developer met with staff from the VCSD, and it was agreed that the developer could install the signs at the Sugar Mill Elementary pick-up/drop-off driveway on Charles Street instead of installing the 6-foot privacy fence. According to VCSD staff, it was determined that retention areas, wetlands, landscape buffers, and tree conservation areas along the perimeter of the subdivision, as well as the existing 6-tall chain link fence on the school property that will remain, provide sufficient security and buffer between the school and the subdivision. Since the requirement to install the fence is listed in the Madeline Commons MDA, an amendment to the MDA is needed to remove the requirement to install the 6-foot privacy fence. If the Amendment is not approved, then the developer will be required to install the 6-foot privacy fence.



Picture of existing 6-foot chain link fence and existing vegetation buffer adjacent to the subdivision

The signs are directed at motorists and pedestrians at the intersection. City staff has worked with staff from the Volusia County School District, Port Orange Police Department, and Volusia County Sheriff's Office to ensure the location of the signs will

enhance visibility and warning at the school pick-up/drop-off driveway on Charles Street. The timer on the flashing Stop sign will be set for active flashing from 6:00 am – 9:00 am and 1:00 pm – 5:00 pm, unless it is determined that the timeframes need to be adjusted; all other times it will just be a regular stop sign. The timers on pedestrian signs will be button-activated 24 hours/day.



Picture of a Rapid Flashing Beacon sign and Flashing Stop sign installed at Sugar Mill Elementary pick-up/drop-off driveway on Charles Street

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated *Urban Medium Density Residential* (4-8 units/acre) on the City's Future Land Use (FLU) Map. The Madeline Commons PUD was found to be consistent with the Comprehensive Plan when it was approved in 2021. The proposed amendment does not change the FLU designation or density allowed for the subject property and is consistent with the general intent of the Comprehensive Plan.

RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Madeline Commons PUD Master Development Agreement.

ATTACHMENT

Exhibit 1 – First Amendment to the Madeline Commons PUD Master Development Agreement



Business Impact Estimate

This form should be included in 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. 2025-08 – First Amendment to Madeline Commons PUD Master Development Agreement (Case No. PRZA-24-0009)

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 ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed 1st Amendment to the Madeline Commons Master Development Agreement (MDA) is to modify the MDA to require the developer to install Rapid Flashing Beacon signs and a flashing Stop sign (signs) as a safety improvement at Sugar Mill Elementary's parent pick-up/drop-off driveway at Charles Street instead of installing a 6-foot privacy fence between the PUD and Sugar Mill Elementary School. The signs are positioned at the intersection of the parent pick-up/drop-off driveway at Charles Street to alert drivers entering and exiting the school of the pedestrian crossing. The proposed amendment does not change any other requirements in the MDA.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful² (if any): N/A

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.