



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 20, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

B. SPECIAL REPORTS

4. Port Orange/South Daytona Chamber of Commerce Quarterly Report

C. AGENDA APPROVAL

D. PUBLIC HEARING

5. Second Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board
6. Second Reading - Ordinance No. 2015-2 - 11th Amendment to Development Agreement; Cypress Head PUD; property generally located at 6231 Palm Vista St.

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Cypress Head Golf Course
 - a. Cypress Head Financial Overview
 - b. Report from Kemper Sports Management regarding October 2014 Evaluations and Financial Reports
 - c. Report from Kemper Sports Management regarding November 2014 Evaluation and Financial Reports

- d. Report from Kemper Sports Management regarding December 2014 Evaluations and Financial Reports

8. City Manager Selection Advisory Committee Appointments

9. Parks & Recreation Advisory Board Appointments

F. CITIZEN PARTICIPATION (Agenda)

10. Frankie Raley - Water Bill issue at 101 Palm Castle Drive (continued from 1/6/15)

11. Foundation 37 - Tony Tucci and Maria Mills-Benat

12. Family Days Spring Fair Request

13. Alan Burton, Soil and Water Conservation District

G. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

H. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

I. CONSENT AGENDA

15. Approval of Minutes

- a. January 6, 2015 - Regular City Council Meeting

16. Building Activity Report and Development Activity Report for December, 2014

17. Update on Construction Projects from QLH

18. Resolution No. 15-8 - Granting an underground electric utility easement to FDOT for Interstate 4

19. Resolution No. 15-9 - Proposed Drainage Easement Vacation – Dunlawton-Yorktowne Commercial Condominium

20. Sole Source purchase of Solar-Bee mixers for Recharge Reservoir Lakes A & B

21. Upgrade of telemetry software and conversion to electronic meter reading within the Garnsey Water Plant

22. Bid Award for Sale of Dirt

23. Employee Temporary and Leasing Services Contracts

24. 1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road.

J. TABLED ITEMS

25. Resolution No. 14-82- Adopting New Water, Wastewater and Reclaimed Water Rates (**Tabled 12/9/14**)

26. Services Agreement with Port Orange/South Daytona Chamber (**Tabled 12/9/14**)

K. REGULAR AGENDA

27. Police Motorcycles Lease or Purchase

28. Halifax Paving Request for Contract Extension

29. Monthly Financial Report

30. Presentation of Compensation and Classification Study by Cody & Associates, Inc.
(RFP #14-21)

31. FDOT Landscape Discretionary Grant Applications

32. Resolution No. 15-10 - Budget Resolution for Florida Housing Finance Corporation

33. Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and
Lemon St, west of FEC Railroad

34. Pumpkin Festival Agreement

L. COMMENTS

35. City Attorney Comments

36. Interim City Manager Comments

M. COUNCIL COMMITTEE REPORTS

37. City Council Committee Reports

a. City Investment Report

b. Transportation Planning Organization (TPO)

c. Library Advisory

d. Municipal Firefighter's Pension Board

e. Municipal Police Officer's Pension Board

f. General Employee's Pension Board

g. YMCA

h. Volusia League of Cities

i. ArtHaus

j. Port Orange/South Daytona Chamber of Commerce

k. Golf Course Board of Directors

l. Communications Interlocal Agency (CIA)

N. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, 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, 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 1-800-955-8771.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move adoption of Ordinance No. 2014-30.

SUMMARY:

The Audit and Budget Advisory Board ("A&B Board") was created to advise the City Council on financial matters by adopting Ordinance 2013-7. City Council expanded the Board from 5 members to 7 members with the adoption of Ordinance 2013-9; and removed the City Manager and Finance Director as ex-officio member with the adoption of Ordinance 2014-8. City Council has now deemed it prudent to suspend the Audit and Budget Advisory Board.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2014-30	.doc
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Fenwick, Robin

Created/Initiated - 12/24/2014

ORDINANCE NO. 2014-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING ORDINANCES 2013-7, 2013-9, AND 2014-8, AND AMENDING CHAPTER 2, DIVISION 5 OF THE CODE OF ORDINANCES TO REMOVE THE AUDIT AND BUDGET ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council initially created the Audit and Budget Advisory Board by adopting Ordinance 2013-7; and

WHEREAS, the Audit and Budget Advisory Board has since been amended twice by City Council. First, to add two additional members to the Board making it a seven (7) member Board (Ord. 2013-9); and second, to remove the City Manager and Finance Director from their ex-officio member status (Ord. 2014-8); and

WHEREAS, the City Council has deemed it prudent to suspend the Audit and Budget Advisory Board; and

WHEREAS, the City Council may choose to reinstate the Audit and Budget Advisory Board at any time once key positions are filled and the organization is stabilized.

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, Florida hereby repeals Ordinance 2013-7, Ordinance 2013-9, and Ordinance 2014-8.

SECTION 2. The City Council of the City of Port Orange hereby amends Chapter 2 of the City of Port Orange Code of Ordinances to remove Division 5 - AUDIT AND BUDGET ADVISORY BOARD.

DIVISION 5. -- AUDIT AND BUDGET ADVISORY BOARD

~~Sec. 2-122. -- Establishment.~~

~~There is hereby created and established an audit and budget advisory board of the city.~~

~~Sec. 2-123. -- Purpose, duties and function.~~

~~(a) The audit and budget advisory board shall serve in an advisory capacity to the city council on financial matters. The audit and budget advisory board shall represent the community's interest and serve as an informational resource in matters relating to the budget preparation and implementation and independent auditor review.~~

~~(b) The audit and budget advisory board shall have the following duties relating to the annual budgets:~~

~~—— (1) To provide the city with input regarding the taxpayers' perspective in the development of the annual budgets.~~

~~—— (2) To review projections and estimates from the city manager regarding revenues and expenditures for the upcoming fiscal year and future fiscal years.~~

~~—— (3) To review interim financial performance including budget variance as presented periodically by the city manager.~~

~~—— (4) To advise the city council on service levels and priorities.~~

~~—— (5) To submit recommendations to the city council on a timely basis based on the annual budget preparation schedule.~~

~~(c) The audit and budget advisory board shall have the following duties relating to~~

audits:

- ~~—— (1) — To advise the city council regarding the appointment, compensation, and retention of the independent auditor selected by the city to prepare or issue an audit report or to perform other audits or attesting services for the city.~~
- ~~—— (2) — To evaluate annually the independent auditor's qualifications, performance, and independence taking into consideration the opinion of city staff.~~
- ~~—— (3) — To review the draft annual audited financial statements and discuss with management and the independent auditor prior to the filing of the comprehensive annual financial report.~~
- ~~—— (4) — To review the independent auditor's annual management letter recommendations on internal control and accounting procedures and make recommendations to the city manager and city council regarding appropriate response and resources to address audit findings.~~
- ~~—— (5) — To review the annual and interim planned work activities and advise the city council regarding the adequacy of staffing and other resources to accomplish overall scope and plans for internal audits.~~
- ~~—— (6) — To review the city's major financial risk exposures and steps taken to monitor and control such exposures.~~

~~Sec. 2-124. – Composition; qualifications of members.~~

- ~~(a) — The city council shall appoint a seven-member audit and budget advisory board who shall serve at the pleasure of the city council. Each council member and the~~

~~mayor shall appoint one member each. The final two members shall be appointed by the entire city council based on a majority vote.~~

~~(b) In making appointments, the council members should consider the following guidelines:~~

~~—— (1) Board members should have at least five years of experience in private or public finance;~~

~~—— (2) Preference should be given to board members with educational experience in private or public budget and audit preparation; and~~

~~—— (3) Preference should be given to board members who conduct their business within the corporate limits of the City of Port Orange.~~

~~—— (c) Each appointed member of the board shall be a qualified elector residing in the city and shall not hold any elective public office.~~

~~(d) The city manager and the finance director shall serve as ex-officio members of the board.~~

~~Sec. 2-125. -- Appointments; terms.~~

~~Initial appointments shall be made and become effective upon adoption of this division, and shall be made for staggered terms. Initial appointments shall include four members who shall be appointed for two years and three members who shall be appointed for one year. After the initial appointments, all terms shall be for two years. All terms shall expire on September 30 in the year of their given expiration. A board member may be reappointed for any number of consecutive terms.~~

~~Sec. 2-126. -- Vacancies; removal of members.~~

~~Any member of the audit and budget advisory board who is no longer a qualified elector~~

~~residing in the city or who fails to attend two of three successive meetings without good cause shall forfeit his or her appointment and the city council may determine a vacancy to exist, which shall be promptly filled by the city council member who originally appointed the former board member, unless the former board member was appointed by the city council as a whole, in which case the city council as a whole shall promptly fill the vacant position by majority vote. A member of the board may be removed from the board by the city council for cause upon written charges and after a public hearing before the city council. Appointments to fill any vacancy shall be for the remainder of the unexpired term of the former member.~~

~~(Ord. No. 2013-7, § 2, 5-7-2013; Ord. No. 2013-9, § 3, 6-18-2013)~~

~~Sec. 2-127. – Organization; rules of procedure.~~

- ~~(a) — *Officers.* The members of the audit and budget advisory board shall elect a chairman, and a vice chairman to preside in the absence of the chairman. Such election shall take place at the first meeting of the board of each fiscal year.~~
- ~~(b) — *Responsibilities of chairman.* The chairman shall be responsible for the orderly running of all meetings, shall direct the preparation of all reports and shall make all necessary reports to the city council.~~
- ~~(c) — *Responsibilities of secretary; minutes.* The city recording secretary shall be responsible for keeping and recording minutes. A copy of the minutes of each meeting shall be kept on file in the city clerk's office.~~
- ~~(d) — *Quorum; rules of order.* The presence of four or more members shall constitute a quorum of the board necessary to take action or conduct business. The board shall adopt Robert's Rules of Order, latest edition, or such other written rules and~~

~~procedures as may be desirable and necessary to promote and effectuate the purposes, objectives and business of the board in an orderly, timely and productive manner.~~

~~(e) *Compensation.* Members of the board shall serve without compensation but may be reimbursed for such travel, mileage, per diem or other expenses as may be authorized by the city council.~~

SECTION 3. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2014

Passed and adopted on second and final reading on the day of _____, 2014

Reviewed and Approved: _____
Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-2 - 11th Amendment to Development Agreement; Cypress Head PUD; property generally located at 6231 Palm Vista St.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance 2015-2, the 11th Amendment to the Development Agreement for the Cypress Head Planned Unit Development.

SUMMARY:

PLANNING COMMISSION ACTION 10/23/14: Recommended Approval

SUMMARY: At the September 23rd meeting, City Council discussed changes to the Development Agreement for the Cypress Head Planned Unit Development (PUD) to clarify that a restaurant/bar and banquet facility would be permitted as principal uses. The proposed 11th Amendment would make that clarification but restrict these uses to the clubhouse building and the general area surrounding the clubhouse.

When the original Cypress Head PUD Development Agreement was prepared in 1991, the permitted uses were not listed in the document. Instead of a list of permitted uses, the development agreement just had a general reference that the uses shown on the Conceptual Development Plan (CDP) were permitted. The CDP only identified the building serving the golf course as a "clubhouse". Neither the development agreement nor the CDP specified the services or uses that could operate from the clubhouse. There are a variety of amenities and accessory uses associated with golf course clubhouses including locker rooms, pro shop, administrative offices, pool, gym, restaurant, bar, and banquet facility for special events.

Recently, Council and Kemper Sports, the management company contracted by the City to operate the Cypress Head Golf Course, implemented changes for the clubhouse to increase the revenue from food and beverage service. The proposed amendment clarifies that the food and beverage service component of the golf course can be modified to increase the emphasis on customers from the general public including additional signs and advertising.

Other golf courses in the area, including the Crane Lakes golf course in Port Orange, operate a restaurant and banquet facility from their clubhouse that serves both golfers and the general public. Golf courses that are part of a planned development may have written into their agreements the ability to use restaurants and banquet facilities this way. The proposed amendment is similar to the existing provisions for Crane Lakes.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance 2015-2	Ordinance 2015-2.pdf
2.	Staff Report	STAFF REPORT CYPRESS HEAD PUD AMENDMENT.pdf

Fenwick, Robin

Created/Initiated - 01/07/2015

ORDINANCE NO. 2015-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE ELEVENTH AMENDMENT TO THE CYPRESS HEAD (SPRUCE HAMMOCK) PLANNED UNIT DEVELOPMENT AGREEMENT REGARDING PERMITTED USES; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City desires to implement an administrative order amending the Cypress Head (Spruce Hammock) Planned Unit Development Agreement in order to expressly provide for certain permitted uses within the City-owned portion of the above referenced PUD area; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement; and

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 Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement, attached hereto as **Exhibit "A"**.

Section 2. The Mayor and City Manager are hereby authorized to execute said Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement.

Section 3. All ordinances or resolutions or parts of ordinances or resolutions 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 ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Assist. City Attorney

EXHIBIT "A" to Ordinance 2015-2

**ADMINISTRATIVE ORDER ENACTING THE
11th AMENDMENT TO THE
CYPRESS HEAD PLANNED UNIT DEVELOPMENT AGREEMENT
(SPRUCE HAMMOCK PLANNED UNIT DEVELOPMENT AGREEMENT)**

THIS ADMINISTRATIVE ORDER, made and approved on this ____ day of _____, 2015, by the City Council of the City of Port Orange, a Florida municipal corporation (herein "City"), constitutes the Eleventh (11th) Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement (PUD).

PREMISES

WHEREAS, Pioneer Heights, Inc. and the City entered into the Spruce Hammocks Planned Unit Development Agreement on June 8, 1990, as recorded in Official Records Book 3673, Page 652, Public Records of Volusia County, Florida (hereinafter "PUD Agreement"), which was amended by the First Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on March 10, 1993, as recorded in Official Records Book 3812, Page 2151, Public Records of Volusia County, Second Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on March 10, 1993, as recorded in Official Records Book 3812, Page 2154, Public Records of Volusia County, Third Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on July 30, 1999, as recorded in Official Records Book 4463, Page 1207, Public Records of Volusia County, Fourth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1688, Public Records of Volusia County, Corrective Instrument to the Fourth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on October 24, 2000, as recorded in Official Records Book 4610, Page 4330, Public Records of Volusia County, Fifth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 28, 2000, as recorded in Official Records Book 4519, Page 1692, Public Records of Volusia County, Sixth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1695, Public Records of Volusia County, Seventh Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1703, Public Records of Volusia County, Eighth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on October 23, 2001, as recorded in Official Records Book 4764, Page 4360, Public Records of Volusia County, Ninth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on December 11, 2001, as recorded in Official Records Book 4794, Page 4310, Public Records of Volusia County, Tenth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on February 22, 2002, as recorded in Official Records Book 4827, Page 2762, Public Records of Volusia County; and

WHEREAS, the parties wish to further amend the Amended PUD Agreement to clarify the permitted uses of restaurant, bar, and banquet areas as principle uses in the Cypress Head PUD for the real property described in **Exhibit “I”**.

NOW, THEREFORE, the City hereby enacts this administrative order directing that the Master Development Agreement be modified as provided herein.

Section II of the PUD Agreement entitled USAGE OF THE PROPERTY is hereby amended and restated to read in its entirety as follows:

II. USAGE OF THE PROPERTY

A. Type of Use

- (1) ~~The proposed uses for the Property shall be as set forth on the Plan.~~ In addition to the uses shown on the concept plan (Exhibit “B” of the PUD Agreement, OR Book 3673, Page 0661-0666, Official Records of Volusia County), the following uses are permitted:
 - (a) Restaurant and Bar in the 4.5+ acre area identified on **Exhibit “II”** of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
 - (b) Banquet Facility in the 4.5+ acre area identified on **Exhibit “II”** of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
- (2) The uses set forth herein shall have the following meanings:
 - (a) Restaurant shall have the same meaning as set forth in the City of Port Orange Land Development Code, which may be amended from time to time.
 - (b) Bar shall have the same meaning as set forth in the City of Port Orange Land Development Code, which may be amended from time to time.
 - (c) Banquet Facility shall mean an establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, meetings/conferences, banquets, weddings, anniversaries and other similar celebrations. Such events may include the consumption of food and beverages, including alcoholic beverages. This establishment may include kitchen facilities for the preparation of food. Use of the establishment is restricted to those groups or individuals who have contracted for the use of the facilities and their invitees.
- (3) ~~The~~ All other commercial uses on the Property shall be address and detailed in a future, separate Planned Commercial Development (P.C.D.)

Agreement that will be executed when such commercial property is to be developed. Such P.C.D. shall conform with Chapter 17, Section 18 714.00 of the Port Orange ~~Zoning~~ Land Development Code.

- (4) The commercial property to be developed and which will be addressed in the P.C.D. Agreement contains approximately 15.79 acres. The gross leasable area of the two separate parcels that comprise that commercial tract will not be exceed 140,000 square feet, and the parties to this agreement presently contemplate that the commercial property will be developed, generally, as follows. The larger commercial tract north of the Beltline may be developed into a Community Shopping Center, and the smaller commercial tract north of the Beltline, and west of the loop collector road may be developed into a Neighborhood Commercial Center.
- (5) Design standards on commercial tracts will generally correspond to Regulations outlined within the compatible Commercial Zoning District listed within Port Orange Zoning Regulations, and as further detailed in the P.C.D. Agreement.
- (6) Upon approval of the Planned Unit Development, the areas designated commercial, which will be addressed in the later P.C.D. Agreement, will be zoned "P.C.D.", and will be reflected as such on the Official Zoning Map at the time of the adoption of the Planned Unit Development. The portion of the Property that shows where a fire station and neighborhood park site will be built will be zoned G.P.U. at the time this Planned Unit Development is approved, and such zoning and use will be reflected on the Official Zoning Map at the time of the P.U. D. adoption.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the City Council, acting on recommendations from the administrative staff and the City of Port Orange Planning Commission, hereby approves and enacts this Amendment, by and through their duly authorize representative.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed name

By: _____
Allen Green, Mayor

Printed name

Printed name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor and Robin L. Fenwick, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Commission and expiration of commission term

(Seal)

Exhibit "I"

Legal Description

PARCELS H T U W & PARCEL V EXC IRREG PARCEL PER OR 6174 PG 4 095
MEAS 3.65 FT ON W/L & MEAS 300.74 FT ON S/L CYPRESS HEAD PHASE 1-A MB
44 PGS 36-43 INC



STAFF REPORT

11th AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CYPRESS HEAD PUD

CASE NO. 14-40000003

Request:	Amend the Development Agreement for the Cypress Head Planned Unit Development (PUD) to clarify a restaurant/bar and banquet facility as permitted uses
Location:	6231 Palm Vista Street
Owner/Applicant:	City of Port Orange
Staff Contact:	Tim Burman, Planning Manager (386) 506-5675
City Council:	January 6, 2015

DISCUSSION:

At the September 23rd City Council Meeting, the City Council requested an amendment be prepared to the Development Agreement for the Cypress Head PUD that would allow the Cypress Head golf course management company to operate a restaurant/bar and banquet facility with an increased emphasis on customers from the general public. The proposed 11th Amendment to the Development Agreement would modify regulations to clarify these uses are permitted principle uses in only the clubhouse building and the general area surrounding the clubhouse.

Figure 1. Location Map



Other golf courses in the area, including the Crane Lakes golf course in Port Orange, operate a restaurant/bar and banquet facility from their clubhouse that serves both golfers and the general public. Golf courses that are part of a planned development may have written into their agreements the ability to use restaurants/bars and banquet facilities as permitted uses and that they can serve both golfers and the general public. The proposed Development Agreement amendment to Cypress Head would be similar to the current provisions for Crane Lakes and allow a restaurant/bar and banquet facilities to be located within the clubhouse or area surrounding the clubhouse.

When the original Cypress Head Development Agreement was prepared in 1991 the permitted uses were not listed in the document. Instead of a list of permitted uses, the Development Agreement just had a general reference that uses shown on the Conceptual Development Plan (CDP) were permitted. The CDP only identified the building serving the golf course as a "clubhouse". The MDA or CDP did not specify the services or uses that could operate from the clubhouse. There are a variety of amenities and accessory uses sometimes associated with golf course clubhouses including locker rooms, pro shop, administrative offices, pool, gym, restaurant, bar, and banquet facility for special events.

Recently, Council and Kemper Sports, the management company contracted by the City to operate the Cypress Head Golf Course, implemented changes for the clubhouse to increase the revenue from food and beverage service. The proposed amendment clarifies that the food and beverage service component of the golf course can be modified to increase the emphasis on customers from the general public include additional signs and advertising.

Requested Change to the Development Agreement

The amendment would allow the increased emphasis on customers from the general public to use the restaurant/bar and banquet facility as a principle use in the Cypress Head PUD. Specific details related to the operation of a restaurant/bar and banquet facility would be addressed in the contract with the company selected by the City to operate these uses. Below is the proposed language to the Development Agreement:

Proposed Amendment Language to the Development Agreement:

- II. Usage of the Property
 - A. In addition to the uses shown on the concept plan (Exhibit "B" of the of the Development Agreement), the following uses are permitted:
 - 1. Restaurant and Bar in the 4.5+ acre area identified on Exhibit 2 of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
 - 2. Banquet Facility in the 4.5+ acre area identified on Exhibit 2 of the 11th amendment and as approved by the City Council with main access from Palm Vista Street

Operating the restaurant/bar and banquet facility as permitted uses with increased emphasis on customers from the general public is expected to generate some additional traffic on the streets within the Cypress Head subdivision. According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the Cypress Head golf course has an average daily trip generation of about 650 trips. The ITE trip generation for a golf course is based on the number of holes and includes the clubhouse and other accessory uses in the estimate of total trips. Any increase in the number of trips is not anticipated to be substantial unless there is a major change in size and operation of the restaurant/bar and banquet facility.

Access to the clubhouse from the general public is only available from Airport Road (see Figure 1 on Page 1). The access point into the subdivision from Pioneer Trail is gated and only for use of residents of the subdivision.

RECOMMENDATION:

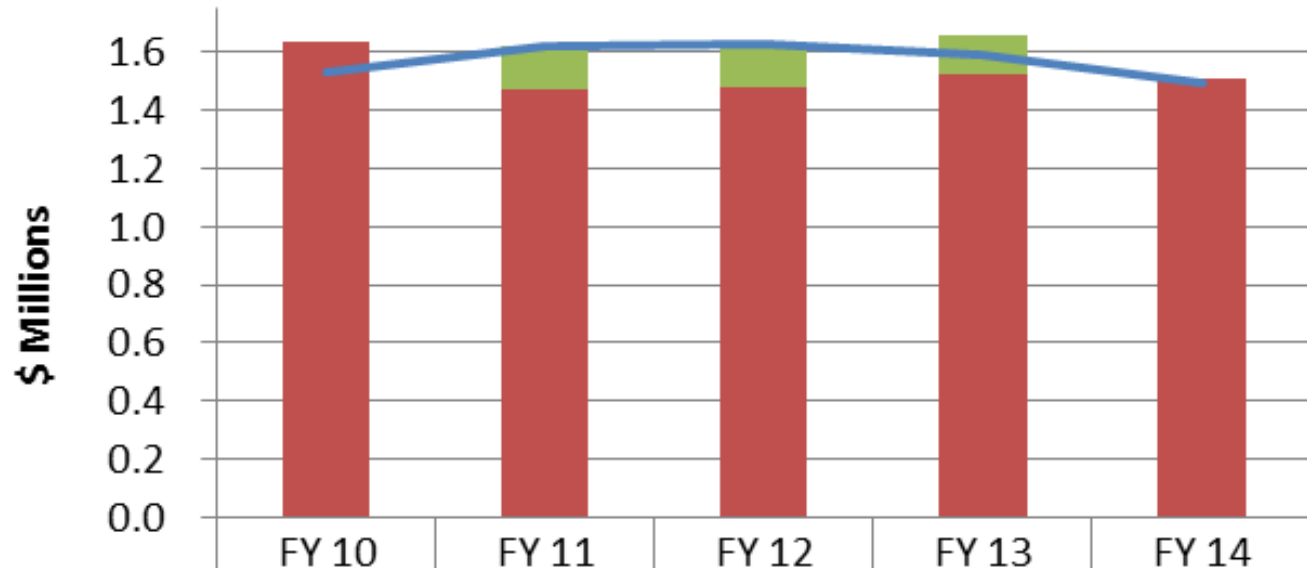
Per the direction of the City Council, staff has prepared the 11th amendment to the Cypress Head Development Agreement to clarify a restaurant/bar and banquet facility is a permitted use in the Cypress Head PUD.

THE GOLF CLUB AT CYPRESS HEAD



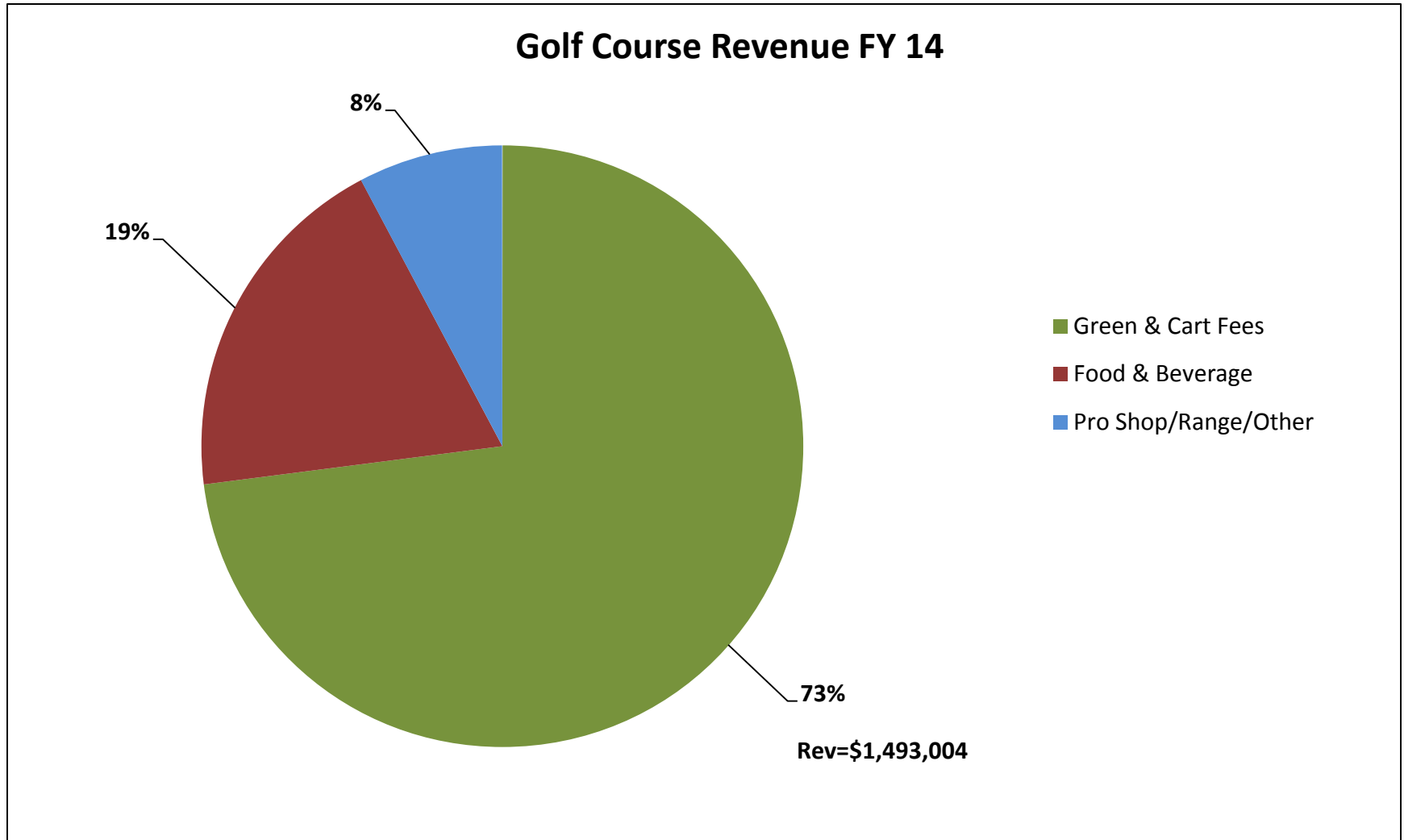
FIVE YEAR ANALYSIS

Golf Course Financial Performance FY 10-14



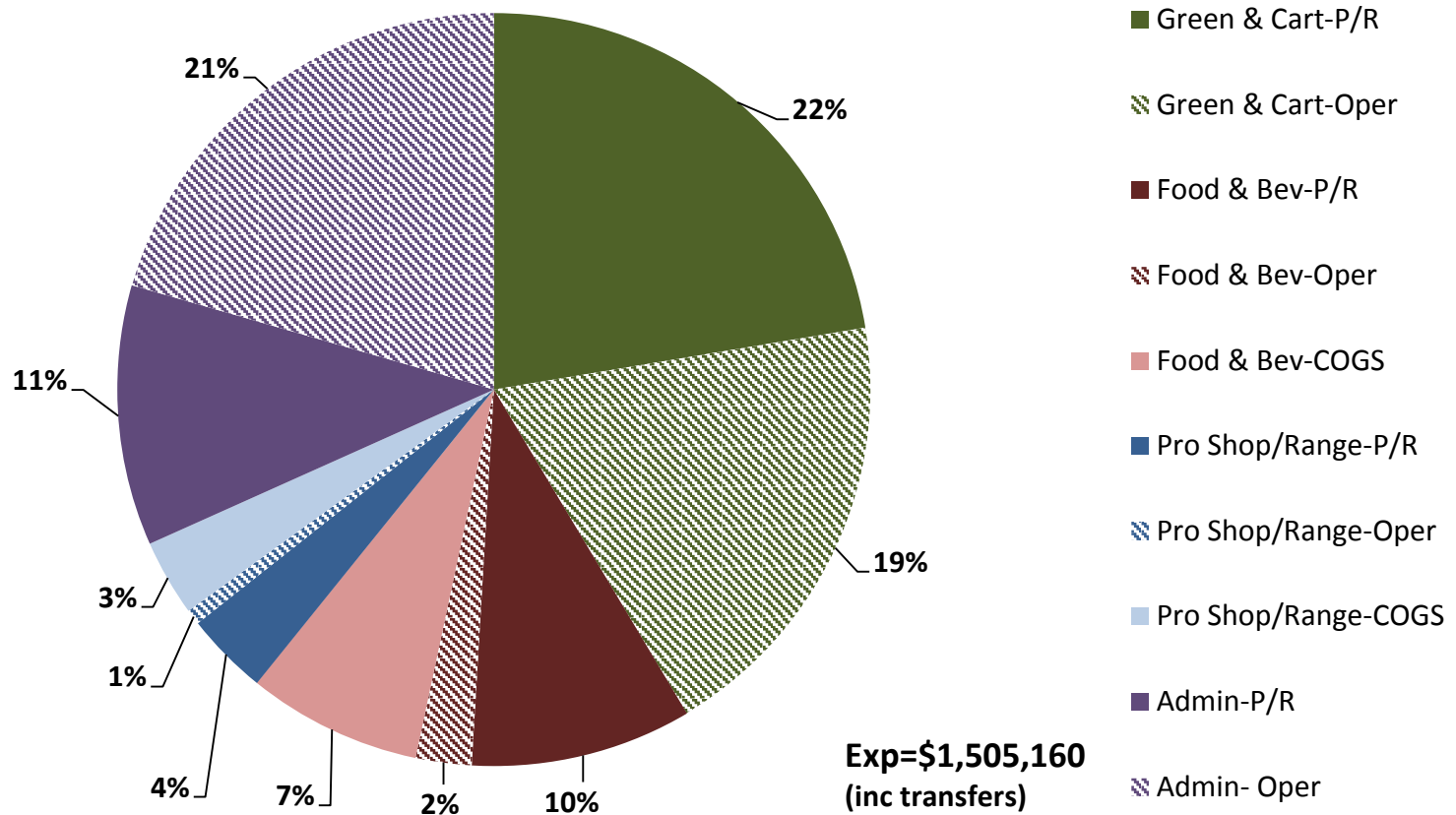
	FY 10	FY 11	FY 12	FY 13	FY 14
Op Rev	1,531,470	1,619,435	1,627,550	1,590,105	1,493,004
Op Exp & Trans	1,632,598	1,472,712	1,479,128	1,526,383	1,505,160
Net	(101,128)	146,723	148,422	63,722	(12,156)
Trans/Debt	0	147,996	148,330	133,497	0

COMPOSITION OF REVENUE - 2014

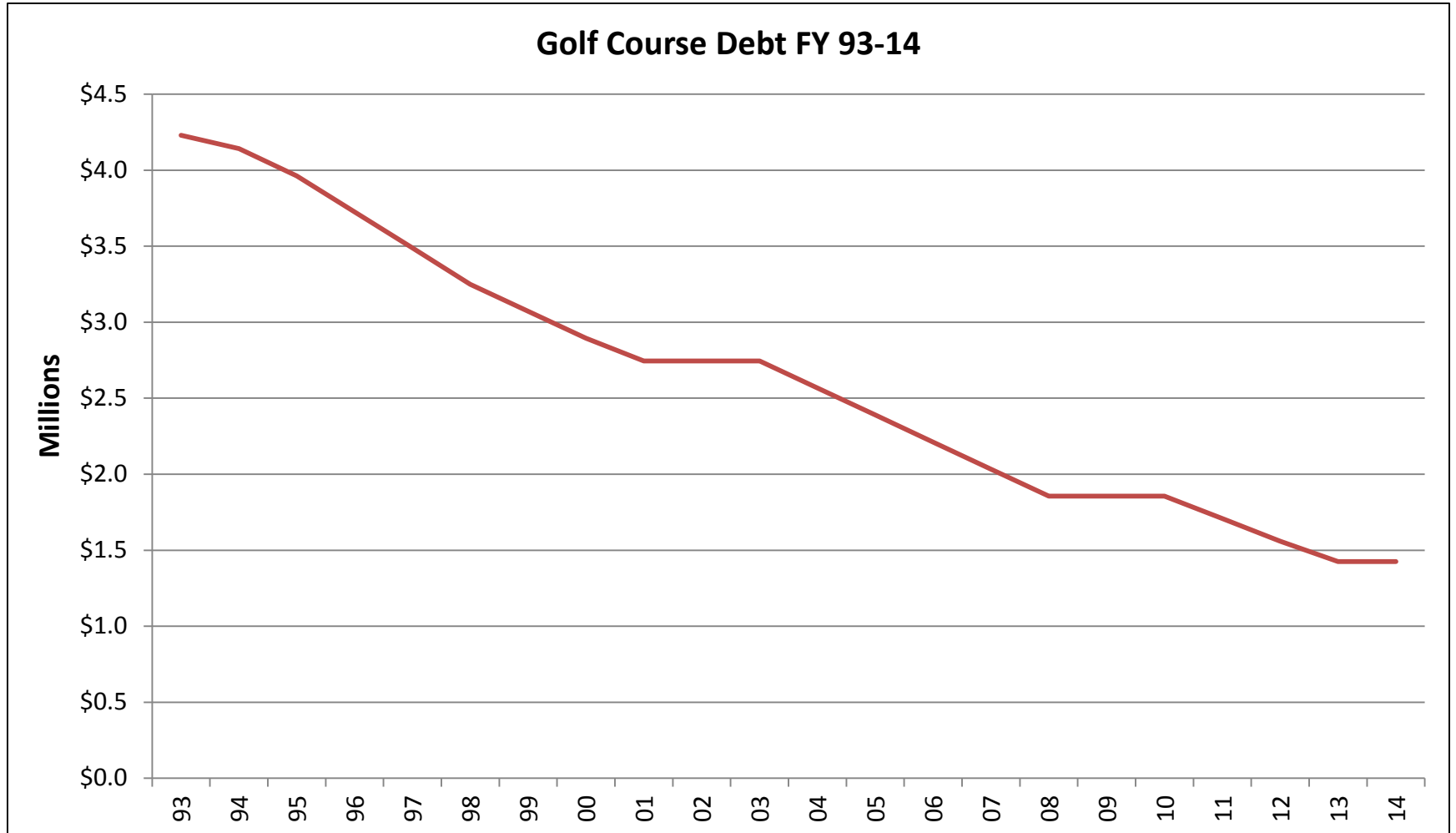


COMPOSITION OF EXPENSE - 2014

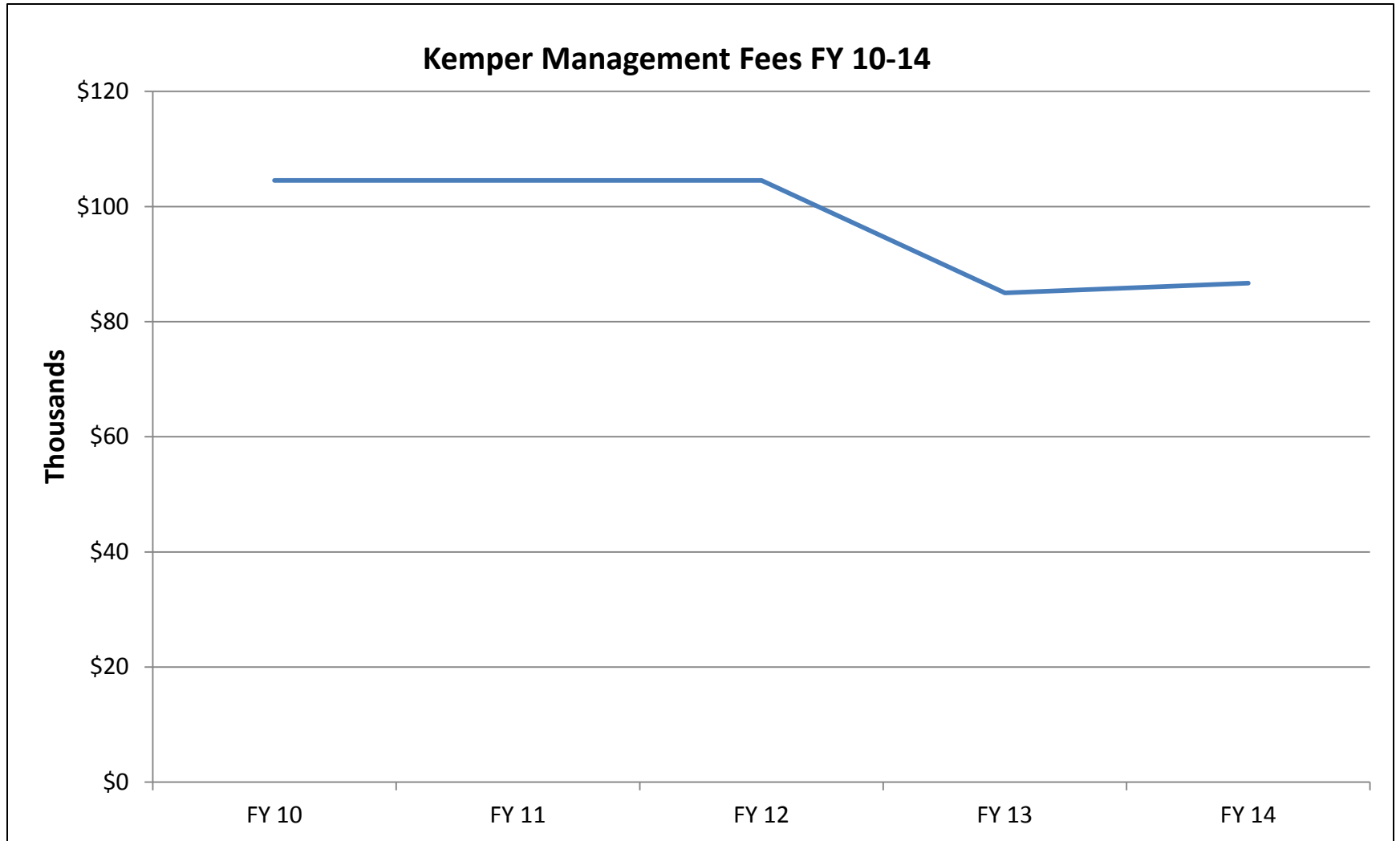
Golf Course Expenses FY 14



DEBT

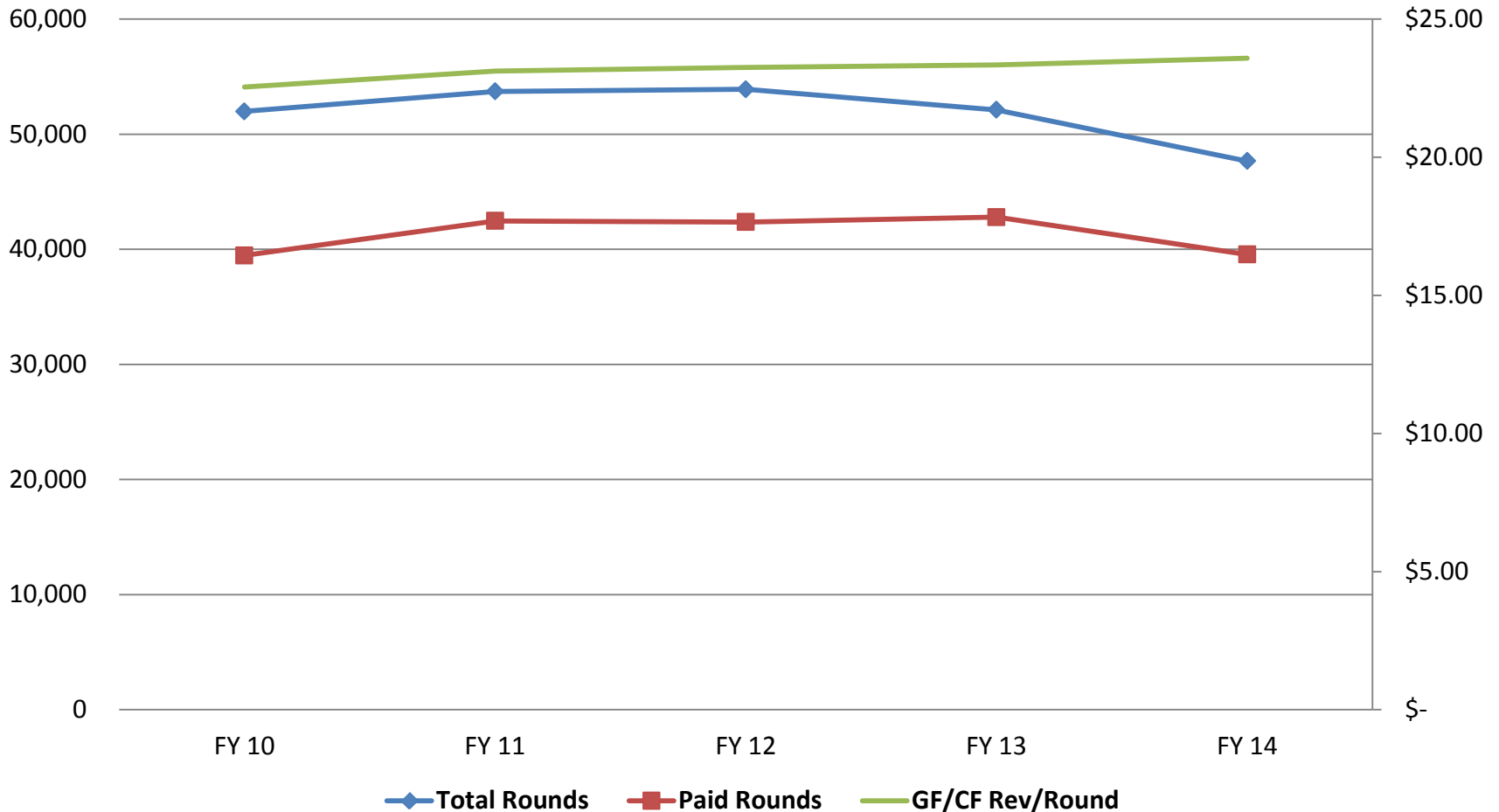


MANAGEMENT FEES



USAGE

Rounds Played



[illegible]

**The Golf Club at Cypress Head
Course Cash Flow Report
October 31, 2014**

	<u>October</u>	<u>YTD</u>
EBITDA	(\$41,222.17)	(\$41,222.17)
Management Fee Expense	(7,369.51)	(7,369.51)
Depreciation & Amortization	<u>(534.97)</u>	<u>(534.97)</u>
Net Income	(49,126.65)	(49,126.65)
Working Capital Changes		
Inventory	2,631.11	2,631.11
Receivables	37,285.30	37,285.30
Payables	19,289.60	19,289.60
Due to from the City	12,025.14	12,025.14
Prepays	11,483.18	11,483.18
Accrued Liabilities	3,433.30	3,433.30
Other Liabilities	(20,387.60)	(20,387.60)
Depreciation & Amortization	<u>534.97</u>	<u>534.97</u>
Operating Cash Flow	17,168.35	17,168.35
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>17,168.35</u>	<u>17,168.35</u>
Beginning Cash	74,678.62	74,678.62
Net Cash Flows	<u>17,168.35</u>	<u>17,168.35</u>
Ending Cash	<u>91,846.97</u>	<u>91,846.97</u>

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2014

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												
36,484	38,752	94%	36,843	99%	Green Fees	36,484	38,752	94%	36,843	99%	460,517	593,929
28,191	31,961	88%	31,789	89%	Cart Fee	28,191	31,961	88%	31,789	89%	321,778	453,173
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	193
20	40	50%	40	50%	Handicap Fee	20	40	50%	40	50%	4,747	4,714
130	203	64%	203	64%	Lessons	130	203	64%	203	64%	878	1,354
248	194	128%	194	128%	Rental Clubs	248	194	128%	194	128%	1,487	2,339
4,500	5,835	77%	5,835	77%	Retail	4,500	5,835	77%	5,835	77%	48,222	70,744
2,944	2,547	116%	2,547	116%	Range	2,944	2,547	116%	2,547	116%	38,615	35,683
15,364	12,094	127%	11,494	134%	Food & Beverage	15,364	12,094	127%	11,494	134%	110,318	169,053
5,134	4,874	105%	4,624	111%	Beer	5,134	4,874	105%	4,624	111%	47,048	76,064
3,743	3,342	112%	3,192	117%	Liquor	3,743	3,342	112%	3,192	117%	28,483	38,379
1,528	678	225%	578	265%	Wine	1,528	678	225%	578	265%	6,549	8,759
350	0	0%	0	0%	F&B Other	350	0	0%	0	0%	0	1,724
2,527	2,963	85%	2,813	90%	City Surcharge R & R	2,527	2,963	85%	2,813	90%	28,192	37,790
101,163	103,483	98%	100,153	101%	Total Revenues	101,163	103,483	98%	100,153	101%	1,096,834	1,494,147
COST OF GOODS SOLD												
3,619	3,968	91%	4,941	73%	COGS - Merchandise	3,619	3,968	91%	4,941	73%	33,711	47,952
8,830	4,838	183%	5,705	155%	COGS - Food & Beverage	8,830	4,838	183%	5,705	155%	44,127	78,276
2,008	1,803	111%	1,815	111%	COGS - Beer	2,008	1,803	111%	1,815	111%	17,408	27,529
967	735	132%	549	176%	COGS - Liquor	967	735	132%	549	176%	6,266	7,177
966	163	592%	217	444%	COGS - Wine	966	163	592%	217	444%	1,573	4,022
16,389	11,507	142%	13,227	124%	Total COGS	16,389	11,507	142%	13,227	124%	103,085	164,956
84,774	91,976	92%	86,926	98%	GROSS MARGIN	84,774	91,976	92%	86,926	98%	993,749	1,329,192
80.41%	68.00%	118.25%	84.67%	94.97%	COGS - Merchandise %	80.41%	68.00%	118.25%	84.67%	94.97%	69.91%	787.68%
57.47%	40.00%	143.67%	49.63%	115.80%	COGS - Food & Beverage %	57.47%	40.00%	143.67%	49.63%	115.80%	40.00%	560.99%
39.10%	36.99%	105.71%	39.25%	99.64%	COGS - Beer %	39.10%	36.99%	105.71%	39.25%	99.64%	37.00%	443.18%
25.82%	21.99%	117.42%	17.21%	150.04%	COGS - Liquor %	25.82%	21.99%	117.42%	17.21%	150.04%	22.00%	238.61%
63.20%	24.04%	262.87%	37.65%	167.84%	COGS - Wine %	63.20%	24.04%	262.87%	37.65%	167.84%	24.02%	534.57%
49.56%	35.92%	137.96%	41.66%	118.94%	COGS - All Food & Bev	49.56%	35.92%	137.96%	41.66%	118.94%	36.06%	485.51%
PAYROLL												
17,335	17,640	98%	17,508	99%	Gross Payroll - Salaried	17,335	17,640	98%	17,508	99%	212,105	205,075
3,333	3,750	89%	2,954	113%	Gross Kitchen Payroll - Salaried	3,333	3,750	89%	2,954	113%	45,000	39,973
19,664	19,313	102%	18,314	107%	Gross Payroll - Hourly	19,664	19,313	102%	18,314	107%	202,918	235,430
7,665	5,880	130%	6,496	118%	Gross Kitchen Payroll - Hourly	7,665	5,880	130%	6,496	118%	44,397	75,686
47,997	46,583	103%	45,272	106%	S/T Wages	47,997	46,583	103%	45,272	106%	504,420	556,164
4,080	3,565	114%	3,362	121%	Payroll Tax - FICA	4,080	3,565	114%	3,362	121%	38,612	43,312
811	2,844	29%	471	172%	Payroll Tax - UC	811	2,844	29%	471	172%	13,037	14,011
1,026	938	109%	858	120%	Payroll Tax - WC	1,026	938	109%	858	120%	10,520	12,068
5,492	6,935	79%	6,702	82%	Benefits	5,492	6,935	79%	6,702	82%	81,714	78,446
11,410	14,282	80%	11,393	100%	S/T Adders	11,410	14,282	80%	11,393	100%	143,883	147,836
59,407	60,865	98%	56,665	105%	TOTAL PAYROLL	59,407	60,865	98%	56,665	105%	648,303	704,001
OPERATING EXPENSES												
377	312	121%	312	121%	Bar Supplies	377	312	121%	312	121%	2,425	4,677
388	156	249%	156	248%	Cart Supplies	388	156	249%	156	248%	431	700

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
504	473	107%	473	107%	Course Accessories	504	473	107%	473	107%	2,696	3,918
92	86	107%	86	108%	Dining Room Supplies	92	86	107%	86	108%	1,494	1,750
550	2,611	21%	2,611	21%	Fertilizer	550	2,611	21%	2,611	21%	18,956	9,050
1,531	1,511	101%	1,511	101%	Fuel	1,531	1,511	101%	1,511	101%	14,831	13,683
0	0	0%	0	0%	Fungicides	0	0	0%	0	0%	2,495	2,155
986	1,552	64%	1,552	64%	Herbicides	986	1,552	64%	1,552	64%	9,202	12,102
1,574	1,425	110%	1,425	110%	Insecticides	1,574	1,425	110%	1,425	110%	12,006	12,466
997	1,088	92%	1,088	92%	Janitorial Supplies	997	1,088	92%	1,088	92%	5,660	7,330
1,805	224	806%	224	805%	Kitchen Supplies	1,805	224	806%	224	805%	2,098	5,160
627	219	286%	219	286%	Laundry/Linens	627	219	286%	219	286%	3,440	6,265
175	502	35%	502	35%	Laundry/Uniforms	175	502	35%	502	35%	2,868	2,090
519	177	293%	177	293%	Office Supplies	519	177	293%	177	293%	3,300	4,629
0	3,970	0%	2,970	0%	Range Balls	0	3,970	0%	2,970	0%	3,970	0
0	64	0%	64	0%	Range Expenses	0	64	0%	64	0%	411	1,142
611	0	0%	0	0%	Sand/Topdress	611	0	0%	0	0%	3,666	3,090
16,125	16,131	100%	16,131	100%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
67	0	0%	0	0%	Small Tools	67	0	0%	0	0%	46	125
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	445	178
0	385	0%	385	0%	Supplies	0	385	0%	385	0%	2,800	2,741
50	120	42%	120	42%	Tournament Expense	50	120	42%	120	42%	595	743
91	319	28%	319	28%	Alarm System	91	319	28%	319	28%	1,241	1,725
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	0	890
20	0	0%	0	0%	Cart Repairs	20	0	0%	0	0%	226	2,908
259	235	110%	235	110%	Computer Service	259	235	110%	235	110%	2,820	3,009
549	549	100%	549	100%	Contract Cleaning	549	549	100%	549	100%	5,338	6,588
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
807	134	602%	134	602%	Irrigation	807	134	602%	134	602%	5,231	5,379
0	51	0%	51	0%	Lesson Expense	0	51	0%	51	0%	525	977
115	0	0%	0	0%	Pest Control	115	0	0%	0	0%	1,140	1,705
2,573	3,294	78%	3,294	78%	Repair & Maint - Equipment	2,573	3,294	78%	3,294	78%	22,282	24,417
59	750	8%	750	8%	Repair & Maint - Building	59	750	8%	750	8%	6,432	6,092
6,032	6,032	100%	6,287	96%	Cart Lease	6,032	6,032	100%	6,287	96%	72,384	72,131
4,620	4,620	100%	5,056	91%	Equipment Lease	4,620	4,620	100%	5,056	91%	55,098	62,976
157	157	100%	0	0%	Off-Site Storage	157	157	100%	0	0%	1,884	1,914
1,734	901	192%	900	193%	Utilities - Electric	1,734	901	192%	900	193%	8,940	13,950
341	1,205	28%	1,205	28%	Utilities - Gas	341	1,205	28%	1,205	28%	5,445	9,485
3,100	3,061	101%	3,061	101%	Utilities - Other	3,100	3,061	101%	3,061	101%	36,784	41,166
242	251	96%	251	96%	Utilities - Telephone/Fax	242	251	96%	251	96%	2,847	2,589
181	207	87%	207	87%	Utilities - Water	181	207	87%	207	87%	2,532	2,272
2,959	1,113	266%	1,113	266%	Advertising & Promotion	2,959	1,113	266%	1,113	266%	33,050	20,836
17	236	7%	66	26%	Bank Charges	17	236	7%	66	26%	2,440	515
306	0	0%	37	821%	Cash Short/(Over)	306	0	0%	37	821%	0	403
175	150	117%	150	117%	Cell Phone	175	150	117%	150	117%	2,050	1,950
2,527	2,963	85%	2,813	90%	City Surcharge R & R	2,527	2,963	85%	2,813	90%	28,192	37,790
210	35	601%	35	601%	Copier/Photocopies	210	35	601%	35	601%	326	889
1,414	1,531	92%	1,531	92%	Credit Card Discounts	1,414	1,531	92%	1,531	92%	17,410	26,452
150	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	610	816
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
284	300	95%	300	95%	Employee Relations	284	300	95%	300	95%	2,262	3,089
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	166	306
3,665	3,733	98%	3,481	105%	Insurance Expense	3,665	3,733	98%	3,481	105%	44,024	42,587
0	0	0%	0	0%	Member Relations	0	0	0%	0	0%	442	725
98	46	213%	46	214%	Messenger Service - Fedex	98	46	213%	46	214%	249	421
1,600	1,600	100%	1,000	160%	O/S - Accounting	1,600	1,600	100%	1,000	160%	13,800	13,800
0	150	0%	150	0%	O/S - Legal	0	150	0%	150	0%	150	80
3,952	1,820	217%	1,820	217%	O/S - Other	3,952	1,820	217%	1,820	217%	4,276	8,136
246	254	97%	254	97%	Payroll Processing Fee	246	254	97%	254	97%	2,722	3,188
14	28	49%	28	50%	Postage/Shipping	14	28	49%	28	50%	618	620

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
(60)	0	0%	(30)	200%	Tax/Licenses/Fees	(60)	0	0%	(30)	200%	83	767
390	217	180%	217	180%	Theft Loss	390	217	180%	217	180%	2,140	3,976
787	773	102%	773	102%	Travel - Other	787	773	102%	773	102%	9,888	8,536
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
66,590	67,721	98%	66,085	101%	TOTAL OPERATING EXPENSES	66,590	67,721	98%	66,085	101%	514,001	553,062
(41,222)	(36,610)	113%	(35,825)	115%	EBITDA	(41,222)	(36,610)	113%	(35,825)	115%	(168,555)	72,129
7,370	7,370	100%	7,225	102%	Management Fee	7,370	7,370	100%	7,225	102%	88,440	86,845
7,370	7,370	100%	7,225	102%	Management Fees	7,370	7,370	100%	7,225	102%	88,440	86,845
154	154	100%	154	100%	Deprec - Office F,F&E	154	154	100%	154	100%	1,848	1,848
98	108	91%	98	100%	Deprec - Mach & Equip	98	108	91%	98	100%	1,291	1,171
283	283	100%	283	100%	Deprec - Buildings	283	283	100%	283	100%	3,401	3,401
535	545	98%	535	100%	S/T DEPR. & AMORT	535	545	98%	535	100%	6,540	6,420
(49,127)	(44,525)	110%	(43,585)	113%	NET INCOME	(49,127)	(44,525)	110%	(43,585)	113%	(263,535)	(21,135)

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 31, 2014

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							
36,484	38,752	94%	36,843	99%	Green Fees	36,484	38,752	94%	36,843	99%	460,517	593,929
2,527	2,963	85%	2,813	90%	City Surcharge R & R	2,527	2,963	85%	2,813	90%	28,192	37,790
39,011	41,715	94%	39,656	98%	Total Revenues	39,011	41,715	94%	39,656	98%	488,709	631,718
39,011	41,715	94%	39,656	98%	GROSS MARGIN	39,011	41,715	94%	39,656	98%	488,709	631,718
					PAYROLL							
3,932	6,679	59%	6,484	61%	Gross Payroll - Salaried	3,932	6,679	59%	6,484	61%	80,148	72,792
14,013	11,843	118%	11,725	120%	Gross Payroll - Hourly	14,013	11,843	118%	11,725	120%	143,754	137,331
17,945	18,522	97%	18,209	99%	S/T Wages	17,945	18,522	97%	18,209	99%	223,902	210,123
1,502	1,417	106%	1,309	115%	Payroll Tax - FICA	1,502	1,417	106%	1,309	115%	17,129	15,386
263	1,131	23%	91	291%	Payroll Tax - UC	263	1,131	23%	91	291%	5,033	4,342
376	372	101%	332	113%	Payroll Tax - WC	376	372	101%	332	113%	4,685	4,512
2,523	3,193	79%	3,167	80%	Benefits	2,523	3,193	79%	3,167	80%	39,392	36,680
4,664	6,113	76%	4,899	95%	S/T Adders	4,664	6,113	76%	4,899	95%	66,239	60,920
22,609	24,635	92%	23,108	98%	TOTAL PAYROLL	22,609	24,635	92%	23,108	98%	290,141	271,043
					OPERATING EXPENSES							
504	473	107%	473	107%	Course Accessories	504	473	107%	473	107%	2,696	3,918
550	2,611	21%	2,611	21%	Fertilizer	550	2,611	21%	2,611	21%	18,956	9,050
1,531	1,511	101%	1,511	101%	Fuel	1,531	1,511	101%	1,511	101%	14,831	13,683
0	0	0%	0	0%	Fungicides	0	0	0%	0	0%	2,495	2,155
986	1,552	64%	1,552	64%	Herbicides	986	1,552	64%	1,552	64%	9,202	12,102
1,574	1,425	110%	1,425	110%	Insecticides	1,574	1,425	110%	1,425	110%	12,006	12,466
611	0	0%	0	0%	Sand/Topdress	611	0	0%	0	0%	3,666	3,090
16,125	16,131	100%	16,131	100%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
67	0	0%	0	0%	Small Tools	67	0	0%	0	0%	46	125
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	445	178
807	134	602%	134	602%	Irrigation	807	134	602%	134	602%	5,231	5,379
1,876	3,019	62%	3,019	62%	Repair & Maint - Equipment	1,876	3,019	62%	3,019	62%	19,231	18,503
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	41	541
4,495	4,495	100%	4,931	91%	Equipment Lease	4,495	4,495	100%	4,931	91%	54,098	61,476
913	233	392%	233	393%	Utilities - Electric	913	233	392%	233	393%	2,406	3,243
1,006	943	107%	943	107%	Utilities - Other	1,006	943	107%	943	107%	19,969	16,206
92	101	91%	101	91%	Utilities - Telephone/Fax	92	101	91%	101	91%	1,151	875
181	207	87%	207	87%	Utilities - Water	181	207	87%	207	87%	2,532	2,272
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	166	306
3,875	1,820	213%	1,820	213%	O/S - Other	3,875	1,820	213%	1,820	213%	3,720	7,475
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
300	300	100%	300	100%	Travel - Other	300	300	100%	300	100%	3,600	3,600
35,492	34,955	102%	35,389	100%	TOTAL OPERATING EXPENSES	35,492	34,955	102%	35,389	100%	193,815	192,769
(19,090)	(17,875)	107%	(18,841)	101%	EBITDA	(19,090)	(17,875)	107%	(18,841)	101%	4,753	167,906
(19,090)	(17,875)	107%	(18,841)	101%	NET INCOME	(19,090)	(17,875)	107%	(18,841)	101%	4,753	167,906

The Golf Club at Cypress Head
Carts
For the Month Ending October 31, 2014

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							
28,191	31,961	88%	31,789	89%	Cart Fee	28,191	31,961	88%	31,789	89%	321,778	453,173
28,191	31,961	88%	31,789	89%	Total Revenues	28,191	31,961	88%	31,789	89%	321,778	453,173
28,191	31,961	88%	31,789	89%	GROSS MARGIN	28,191	31,961	88%	31,789	89%	321,778	453,173
					PAYROLL							
3,897	4,060	96%	3,285	119%	Gross Payroll - Hourly	3,897	4,060	96%	3,285	119%	35,844	57,403
3,897	4,060	96%	3,285	119%	S/T Wages	3,897	4,060	96%	3,285	119%	35,844	57,403
338	311	109%	245	138%	Payroll Tax - FICA	338	311	109%	245	138%	2,743	4,449
189	248	76%	194	98%	Payroll Tax - UC	189	248	76%	194	98%	2,189	2,815
77	82	94%	65	119%	Payroll Tax - WC	77	82	94%	65	119%	736	1,217
9	5	182%	7	126%	Benefits	9	5	182%	7	126%	52	98
613	646	95%	511	120%	S/T Adders	613	646	95%	511	120%	5,720	8,579
4,510	4,706	96%	3,796	119%	TOTAL PAYROLL	4,510	4,706	96%	3,796	119%	41,564	65,982
					OPERATING EXPENSES							
388	156	249%	156	248%	Cart Supplies	388	156	249%	156	248%	431	700
20	0	0%	0	0%	Cart Repairs	20	0	0%	0	0%	226	2,908
6,032	6,032	100%	6,287	96%	Cart Lease	6,032	6,032	100%	6,287	96%	72,384	72,131
820	668	123%	668	123%	Utilities - Electric	820	668	123%	668	123%	6,534	10,707
7,260	6,856	106%	7,111	102%	TOTAL OPERATING EXPENSES	7,260	6,856	106%	7,111	102%	79,575	86,446
16,421	20,399	81%	20,883	79%	EBITDA	16,421	20,399	81%	20,883	79%	200,639	300,744
16,421	20,399	81%	20,883	79%	NET INCOME	16,421	20,399	81%	20,883	79%	200,639	300,744

The Golf Club at Cypress Head
Range
For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
2,944	2,547	116%	2,547	116%	Range	2,944	2,547	116%	2,547	116%	38,615	35,683
2,944	2,547	116%	2,547	116%	Total Revenues	2,944	2,547	116%	2,547	116%	38,615	35,683
2,944	2,547	116%	2,547	116%	GROSS MARGIN	2,944	2,547	116%	2,547	116%	38,615	35,683
					OPERATING EXPENSES							
0	3,970	0%	2,970	0%	Range Balls	0	3,970	0%	2,970	0%	3,970	0
0	64	0%	64	0%	Range Expenses	0	64	0%	64	0%	411	1,142
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	580	1,034
0	4,034	0%	3,034	0%	TOTAL OPERATING EXPENSES	0	4,034	0%	3,034	0%	4,961	2,175
2,944	(1,487)	-198%	(487)	-605%	EBITDA	2,944	(1,487)	-198%	(487)	-605%	33,654	33,508
2,944	(1,487)	-198%	(487)	-605%	NET INCOME	2,944	(1,487)	-198%	(487)	-605%	33,654	33,508

The Golf Club at Cypress Head
F & B Cafe
For the Month Ending October 31, 2014

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							
15,364	12,094	127%	11,494	134%	Food & Beverage	15,364	12,094	127%	11,494	134%	110,318	169,053
5,134	4,874	105%	4,624	111%	Beer	5,134	4,874	105%	4,624	111%	47,048	76,064
3,743	3,342	112%	3,192	117%	Liquor	3,743	3,342	112%	3,192	117%	28,483	38,379
1,528	678	225%	578	265%	Wine	1,528	678	225%	578	265%	6,549	8,759
350	0	0%	0	0%	F&B Other	350	0	0%	0	0%	0	1,724
26,119	20,988	124%	19,888	131%	Total Revenues	26,119	20,988	124%	19,888	131%	192,398	293,979
					COST OF GOODS SOLD							
8,830	4,838	183%	5,705	155%	COGS - Food & Beverage	8,830	4,838	183%	5,705	155%	44,127	78,276
2,008	1,803	111%	1,815	111%	COGS - Beer	2,008	1,803	111%	1,815	111%	17,408	27,529
967	735	132%	549	176%	COGS - Liquor	967	735	132%	549	176%	6,266	7,177
966	163	592%	217	444%	COGS - Wine	966	163	592%	217	444%	1,573	4,022
12,770	7,539	169%	8,286	154%	Total COGS	12,770	7,539	169%	8,286	154%	69,374	117,003
13,349	13,449	99%	11,601	115%	GROSS MARGIN	13,349	13,449	99%	11,601	115%	123,024	176,976
57.47%	40.00%	143.67%	49.63%	115.80%	COGS - Food & Beverage %	57.47%	40.00%	143.67%	49.63%	115.80%	40.00%	560.99%
39.10%	36.99%	105.71%	39.25%	99.64%	COGS - Beer %	39.10%	36.99%	105.71%	39.25%	99.64%	37.00%	443.18%
25.82%	21.99%	117.42%	17.21%	150.04%	COGS - Liquor %	25.82%	21.99%	117.42%	17.21%	150.04%	22.00%	238.61%
63.20%	24.04%	262.87%	37.65%	167.84%	COGS - Wine %	63.20%	24.04%	262.87%	37.65%	167.84%	24.02%	534.57%
49.56%	35.92%	137.96%	41.66%	118.94%	COGS - All Food & Bev	49.56%	35.92%	137.96%	41.66%	118.94%	36.06%	485.51%
					PAYROLL							
3,333	3,750	89%	2,954	113%	Gross Kitchen Payroll - Salaried	3,333	3,750	89%	2,954	113%	45,000	39,973
7,665	5,880	130%	6,496	118%	Gross Kitchen Payroll - Hourly	7,665	5,880	130%	6,496	118%	44,397	75,686
10,998	9,630	114%	9,450	116%	S/T Wages	10,998	9,630	114%	9,450	116%	89,397	115,659
1,009	737	137%	777	130%	Payroll Tax - FICA	1,009	737	137%	777	130%	6,860	9,864
351	588	60%	157	224%	Payroll Tax - UC	351	588	60%	157	224%	3,047	4,321
199	194	103%	190	105%	Payroll Tax - WC	199	194	103%	190	105%	1,854	2,488
421	1,226	34%	754	56%	Benefits	421	1,226	34%	754	56%	13,163	12,132
1,980	2,745	72%	1,878	105%	S/T Adders	1,980	2,745	72%	1,878	105%	24,924	28,804
12,978	12,375	105%	11,329	115%	TOTAL PAYROLL	12,978	12,375	105%	11,329	115%	114,321	144,464
					OPERATING EXPENSES							
377	312	121%	312	121%	Bar Supplies	377	312	121%	312	121%	2,425	4,677
92	86	107%	86	108%	Dining Room Supplies	92	86	107%	86	108%	1,494	1,750
1,805	224	806%	224	805%	Kitchen Supplies	1,805	224	806%	224	805%	2,098	5,160
627	219	286%	219	286%	Laundry/Linens	627	219	286%	219	286%	3,440	6,265
0	0	0%	0	0%	Office Supplies	0	0	0%	0	0%	97	20
697	275	253%	275	253%	Repair & Maint - Equipment	697	275	253%	275	253%	1,802	4,134
125	125	100%	125	100%	Equipment Lease	125	125	100%	125	100%	1,000	1,500
341	1,205	28%	1,205	28%	Utilities - Gas	341	1,205	28%	1,205	28%	5,445	9,485
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	923
390	217	180%	217	180%	Theft Loss	390	217	180%	217	180%	2,140	3,976
4,455	2,663	167%	2,663	167%	TOTAL OPERATING EXPENSES	4,455	2,663	167%	2,663	167%	19,941	37,889
(4,084)	(1,589)	257%	(2,391)	171%	EBITDA	(4,084)	(1,589)	257%	(2,391)	171%	(11,238)	(5,377)

The Golf Club at Cypress Head
F & B Cafe
For the Month Ending October 31, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
<u>(4,084)</u>	<u>(1,589)</u>	<u>257%</u>	<u>(2,391)</u>	<u>171%</u>	NET INCOME	<u>(4,084)</u>	<u>(1,589)</u>	<u>257%</u>	<u>(2,391)</u>	<u>171%</u>	<u>(11,238)</u>	<u>(5,377)</u>

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 31, 2014

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							
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	193
20	40	50%	40	50%	Handicap Fee	20	40	50%	40	50%	4,747	4,714
130	203	64%	203	64%	Lessons	130	203	64%	203	64%	878	1,354
248	194	128%	194	128%	Rental Clubs	248	194	128%	194	128%	1,487	2,339
4,500	5,835	77%	5,835	77%	Retail	4,500	5,835	77%	5,835	77%	48,222	70,744
4,898	6,272	78%	6,272	78%	Total Revenues	4,898	6,272	78%	6,272	78%	55,334	79,344
					COST OF GOODS SOLD							
3,619	3,968	91%	4,941	73%	COGS - Merchandise	3,619	3,968	91%	4,941	73%	33,711	47,952
3,619	3,968	91%	4,941	73%	Total COGS	3,619	3,968	91%	4,941	73%	33,711	47,952
1,279	2,304	56%	1,331	96%	GROSS MARGIN	1,279	2,304	56%	1,331	96%	21,623	31,391
80.41%	68.00%	118.25%	84.67%	94.97%	COGS - Merchandise %	80.41%	68.00%	118.25%	84.67%	94.97%	69.91%	787.68%
					PAYROLL							
1,842	0	0%	0	0%	Gross Payroll - Salaried	1,842	0	0%	0	0%	0	1,842
1,754	3,410	51%	3,304	53%	Gross Payroll - Hourly	1,754	3,410	51%	3,304	53%	23,320	40,697
3,596	3,410	105%	3,304	109%	S/T Wages	3,596	3,410	105%	3,304	109%	23,320	42,539
294	261	113%	241	122%	Payroll Tax - FICA	294	261	113%	241	122%	1,784	3,390
8	208	4%	31	26%	Payroll Tax - UC	8	208	4%	31	26%	1,185	1,401
138	69	200%	65	213%	Payroll Tax - WC	138	69	200%	65	213%	479	987
385	350	110%	476	81%	Benefits	385	350	110%	476	81%	2,450	5,379
824	888	93%	813	101%	S/T Adders	824	888	93%	813	101%	5,898	11,157
4,420	4,298	103%	4,117	107%	TOTAL PAYROLL	4,420	4,298	103%	4,117	107%	29,218	53,696
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	0	0	0%	0	0%	185	180
0	385	0%	385	0%	Supplies	0	385	0%	385	0%	2,800	2,741
50	120	42%	120	42%	Tournament Expense	50	120	42%	120	42%	595	743
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
0	51	0%	51	0%	Lesson Expense	0	51	0%	51	0%	525	977
50	556	9%	556	9%	TOTAL OPERATING EXPENSES	50	556	9%	556	9%	8,797	9,429
(3,191)	(2,550)	125%	(3,342)	95%	EBITDA	(3,191)	(2,550)	125%	(3,342)	95%	(16,392)	(31,734)
(3,191)	(2,550)	125%	(3,342)	95%	NET INCOME	(3,191)	(2,550)	125%	(3,342)	95%	(16,392)	(31,734)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2014

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												
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	250
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	250
PAYROLL												
7,751	7,751	100%	7,866	99%	Gross Payroll - Salaried	7,751	7,751	100%	7,866	99%	93,012	91,035
7,751	7,751	100%	7,866	99%	S/T Wages	7,751	7,751	100%	7,866	99%	93,012	91,035
656	593	111%	554	119%	Payroll Tax - FICA	656	593	111%	554	119%	7,116	7,254
0	473	0%	0	0%	Payroll Tax - UC	0	473	0%	0	0%	966	742
174	156	112%	147	119%	Payroll Tax - WC	174	156	112%	147	119%	1,949	2,048
1,742	1,811	96%	1,939	90%	Benefits	1,742	1,811	96%	1,939	90%	22,332	19,703
2,573	3,033	85%	2,639	97%	S/T Adders	2,573	3,033	85%	2,639	97%	32,363	29,747
10,324	10,784	96%	10,506	98%	TOTAL PAYROLL	10,324	10,784	96%	10,506	98%	125,375	120,782
OPERATING EXPENSES												
997	1,088	92%	1,088	92%	Janitorial Supplies	997	1,088	92%	1,088	92%	5,660	7,330
175	502	35%	502	35%	Laundry/Uniforms	175	502	35%	502	35%	2,868	2,090
519	177	293%	177	293%	Office Supplies	519	177	293%	177	293%	3,018	4,429
91	319	28%	319	28%	Alarm System	91	319	28%	319	28%	1,241	1,725
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	0	890
259	235	110%	235	110%	Computer Service	259	235	110%	235	110%	2,820	3,009
549	549	100%	549	100%	Contract Cleaning	549	549	100%	549	100%	5,338	6,588
115	0	0%	0	0%	Pest Control	115	0	0%	0	0%	1,140	1,705
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	669	747
59	750	8%	750	8%	Repair & Maint - Building	59	750	8%	750	8%	6,391	5,552
157	157	100%	0	0%	Off-Site Storage	157	157	100%	0	0%	1,884	1,914
2,094	2,118	99%	2,118	99%	Utilities - Other	2,094	2,118	99%	2,118	99%	16,815	24,959
150	150	100%	150	100%	Utilities - Telephone/Fax	150	150	100%	150	100%	1,696	1,714
17	236	7%	66	26%	Bank Charges	17	236	7%	66	26%	2,440	515
306	0	0%	37	821%	Cash Short/(Over)	306	0	0%	37	821%	0	403
175	150	117%	150	117%	Cell Phone	175	150	117%	150	117%	2,050	1,950
2,527	2,963	85%	2,813	90%	City Surcharge R & R	2,527	2,963	85%	2,813	90%	28,192	37,790
210	35	601%	35	601%	Copier/Photocopies	210	35	601%	35	601%	326	889
1,414	1,531	92%	1,531	92%	Credit Card Discounts	1,414	1,531	92%	1,531	92%	17,410	26,452
150	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	610	816
284	300	95%	300	95%	Employee Relations	284	300	95%	300	95%	2,262	3,089
3,665	3,733	98%	3,481	105%	Insurance Expense	3,665	3,733	98%	3,481	105%	44,024	42,587
0	0	0%	0	0%	Member Relations	0	0	0%	0	0%	442	725
98	46	213%	46	214%	Messenger Service - Fedex	98	46	213%	46	214%	249	421
1,600	1,600	100%	1,000	160%	O/S - Accounting	1,600	1,600	100%	1,000	160%	13,800	13,800
0	150	0%	150	0%	O/S - Legal	0	150	0%	150	0%	150	80
77	0	0%	0	0%	O/S - Other	77	0	0%	0	0%	556	661
246	254	97%	254	97%	Payroll Processing Fee	246	254	97%	254	97%	2,722	3,188
14	28	49%	28	50%	Postage/Shipping	14	28	49%	28	50%	618	620
(60)	0	0%	(30)	200%	Tax/Licenses/Fees	(60)	0	0%	(30)	200%	83	(156)
487	473	103%	473	103%	Travel - Other	487	473	103%	473	103%	6,288	4,936
16,375	17,544	93%	16,219	101%	TOTAL OPERATING EXPENSES	16,375	17,544	93%	16,219	101%	171,762	201,418

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(26,698)	(28,328)	94%	(26,725)	100%	EBITDA	(26,698)	(28,328)	94%	(26,725)	100%	(297,137)	(321,950)
7,370	7,370	100%	7,225	102%	Management Fee	7,370	7,370	100%	7,225	102%	88,440	86,845
7,370	7,370	100%	7,225	102%	Management Fees	7,370	7,370	100%	7,225	102%	88,440	86,845
154	154	100%	154	100%	Deprec - Office F,F&E	154	154	100%	154	100%	1,848	1,848
98	108	91%	98	100%	Deprec - Mach & Equip	98	108	91%	98	100%	1,291	1,171
283	283	100%	283	100%	Deprec - Buildings	283	283	100%	283	100%	3,401	3,401
535	545	98%	535	100%	S/T DEPR. & AMORT	535	545	98%	535	100%	6,540	6,420
(34,603)	(36,243)	95%	(34,485)	100%	NET INCOME	(34,603)	(36,243)	95%	(34,485)	100%	(392,117)	(415,214)

The Golf Club at Cypress Head
Marketing
For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,810	3,210	119%	3,157	121%	Gross Payroll - Salaried	3,810	3,210	119%	3,157	121%	38,945	39,405
3,810	3,210	119%	3,157	121%	S/T Wages	3,810	3,210	119%	3,157	121%	38,945	39,405
282	246	115%	236	119%	Payroll Tax - FICA	282	246	115%	236	119%	2,980	2,969
0	196	0%	0	0%	Payroll Tax - UC	0	196	0%	0	0%	617	389
62	65	96%	58	106%	Payroll Tax - WC	62	65	96%	58	106%	817	816
412	350	118%	358	115%	Benefits	412	350	118%	358	115%	4,325	4,453
756	857	88%	653	116%	S/T Adders	756	857	88%	653	116%	8,739	8,627
4,566	4,067	112%	3,810	120%	TOTAL PAYROLL	4,566	4,067	112%	3,810	120%	47,684	48,033
					OPERATING EXPENSES							
2,959	1,113	266%	1,113	266%	Advertising & Promotion	2,959	1,113	266%	1,113	266%	33,050	20,836
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
2,959	1,113	266%	1,113	266%	TOTAL OPERATING EXPENSES	2,959	1,113	266%	1,113	266%	35,150	22,936
(7,524)	(5,180)	145%	(4,922)	153%	EBITDA	(7,524)	(5,180)	145%	(4,922)	153%	(82,834)	(70,969)
(7,524)	(5,180)	145%	(4,922)	153%	NET INCOME	(7,524)	(5,180)	145%	(4,922)	153%	(82,834)	(70,969)

The Golf Club at Cypress Head

For the Month Ending October 31, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
REVENUES												
64,675	70,713	91%	68,633	94%	Green Fees & Cart Fees	64,675	70,713	91%	68,633	94%	782,295	1,047,102
4,500	5,835	77%	5,835	77%	Merchandise	4,500	5,835	77%	5,835	77%	48,222	70,937
398	437	91%	437	91%	Other Pro Shop	398	437	91%	437	91%	7,112	8,407
2,944	2,547	116%	2,547	116%	Range	2,944	2,547	116%	2,547	116%	38,615	35,683
26,119	20,988	124%	19,888	131%	Food and Beverage	26,119	20,988	124%	19,888	131%	192,398	293,979
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	250
2,527	2,963	85%	2,813	90%	Other Operating Revenues	2,527	2,963	85%	2,813	90%	28,192	37,790
101,163	103,483	98%	100,153	101%	TOTAL REVENUE	101,163	103,483	98%	100,153	101%	1,096,834	1,494,147
COST OF SALES												
3,619	3,968	91%	4,941	73%	Merchandise	3,619	3,968	91%	4,941	73%	33,711	47,952
12,770	7,539	169%	8,286	154%	Food & Beverage	12,770	7,539	169%	8,286	154%	69,374	117,003
16,389	11,507	142%	13,227	124%	TOTAL COGS	16,389	11,507	142%	13,227	124%	103,085	164,956
80.4%	68.0%	118.2%	84.7%	95.0%	COGS - Merchandise %	80.4%	68.0%	118.2%	84.7%	95.0%	69.9%	787.7%
49.6%	35.9%	138.0%	41.7%	118.9%	COGS - Food %	49.6%	35.9%	138.0%	41.7%	118.9%	36.1%	485.5%
PAYROLL												
22,609	24,635	92%	23,108	98%	Course and Grounds	22,609	24,635	92%	23,108	98%	290,141	271,043
4,510	4,706	96%	3,796	119%	Carts, Range, Starters, Etc.	4,510	4,706	96%	3,796	119%	41,564	65,982
4,420	4,298	103%	4,117	107%	Pro Shop	4,420	4,298	103%	4,117	107%	29,218	53,696
12,978	12,375	105%	11,329	115%	Food and Beverage	12,978	12,375	105%	11,329	115%	114,321	144,464
10,324	10,784	96%	10,506	98%	General and Administrative	10,324	10,784	96%	10,506	98%	125,375	120,782
4,566	4,067	112%	3,810	120%	Marketing	4,566	4,067	112%	3,810	120%	47,684	48,033
59,407	60,865	98%	56,665	105%	TOTAL PAYROLL	59,407	60,865	98%	56,665	105%	648,303	704,001
OPERATING EXPENSES												
35,492	34,955	102%	35,389	100%	Course and Grounds	35,492	34,955	102%	35,389	100%	193,815	192,769
7,260	10,890	67%	10,145	72%	Carts, Range, Starters, Etc.	7,260	10,890	67%	10,145	72%	84,536	88,622
50	556	9%	556	9%	Pro Shop	50	556	9%	556	9%	8,797	9,429
4,455	2,663	167%	2,663	167%	Food and Beverage	4,455	2,663	167%	2,663	167%	19,941	37,889
16,375	17,544	93%	16,219	101%	General and Administrative	16,375	17,544	93%	16,219	101%	171,762	201,418
2,959	1,113	266%	1,113	266%	Marketing	2,959	1,113	266%	1,113	266%	35,150	22,936
66,590	67,721	98%	66,085	101%	TOTAL OPERATING EXPENSES	66,590	67,721	98%	66,085	101%	514,001	553,062
142,385	140,093	102%	135,978	105%	TOTAL EXPENSES	142,385	140,093	102%	135,978	105%	1,265,389	1,422,018
(41,222)	(36,610)	113%	(35,825)	115%	EBITDA	(41,222)	(36,610)	113%	(35,825)	115%	(168,555)	72,129

The Golf Club at Cypress Head

For the Month Ending October 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(41,222)	(36,610)	113%	(35,825)	115%	EBITDA	(41,222)	(36,610)	113%	(35,825)	115%	(168,555)	72,129
(7,370)	(7,370)	100%	(7,225)	102%	MANAGEMENT FEES	(7,370)	(7,370)	100%	(7,225)	102%	(88,440)	(86,845)
					OTHER INCOME (EXPENSE)							
(535)	(545)	98%	(535)	100%	Depreciation & Amortization	(535)	(545)	98%	(535)	100%	(6,540)	(6,420)
(535)	(545)	98%	(535)	100%	TOTAL OTHER INCOME (EXPENSE)	(535)	(545)	98%	(535)	100%	(6,540)	(6,420)
(49,127)	(44,525)	110%	(43,585)	113%	NET INCOME	(49,127)	(44,525)	110%	(43,585)	113%	(263,535)	(21,135)
2,862	2,747	104%	2,720	105%	Paid Rounds	2,862	2,747	104%	2,720	105%	27,380	39,699
402	381	106%	427	94%	Annual Pass Rounds	402	381	106%	427	94%	3,233	4,877
237	221	107%	224	106%	Other Rounds	237	221	107%	224	106%	2,007	3,223
3,501	3,349	105%	3,371	104%	Total Rounds	3,501	3,349	105%	3,371	104%	32,620	47,799
35	38	94%	37	96%	Revenue/Paid Rounds	35	38	94%	37	96%	40	449
29	31	94%	30	97%	Revenue/Total Rounds	29	31	94%	30	97%	34	372

The Golf Club at Cypress Head
For the Month Ending October 31, 2014

	<u>10/31/14</u>	<u>09/30/14</u>	<u>10/31/13</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	90,670	74,353	98,153
Cash - Manual Checks	500	500	500
Cash - Housebank & Other	677	(174)	(1,039)
Total Cash	<u>91,847</u>	<u>74,679</u>	<u>97,614</u>
Accounts Receivable			
A/R Member	6,434	43,719	6,264
Total Accounts Receivable	<u>6,434</u>	<u>43,719</u>	<u>6,264</u>
Other Current Assets			
Inventory - Merchandise	40,758	44,295	43,372
Inventory - Food & Beverage	12,626	11,720	10,301
Prepaid Insurance	12,611	16,276	11,971
Prepaid Exp - Other	2,461	10,280	2,402
Total Other Current Assets	<u>68,456</u>	<u>82,570</u>	<u>68,046</u>
TOTAL CURRENT ASSETS	<u>166,737</u>	<u>200,969</u>	<u>171,925</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	64,835	64,835	64,835
Furniture and Fixtures	26,625	26,625	26,625
Machinery & Equipment	17,712	17,712	17,712
Property Plant and Equipment	109,171	109,171	109,171
Accumulated Depreciation	(80,516)	(79,981)	(74,096)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>28,655</u>	<u>29,190</u>	<u>35,075</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	5,000	5,000	5,000
TOTAL OTHER ASSETS	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>200,393</u></u>	<u><u>235,159</u></u>	<u><u>212,000</u></u>

The Golf Club at Cypress Head
For the Month Ending October 31, 2014

	<u>10/31/14</u>	<u>09/30/14</u>	<u>10/31/13</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	40,643	21,353	62,178
Accts Pay - Other	53,978	41,953	(58,069)
Accrued Expenses	2,250	(1,610)	50
Accrued Payroll	29,384	21,122	27,779
Accrued Taxes	2,530	9,081	11,749
Accrued Interest	0	2,138	161
Deferred Revenue	136,329	156,716	211,739
TOTAL CURRENT LIABILITIES	<u>265,114</u>	<u>250,754</u>	<u>255,586</u>
 TOTAL LIABILITIES	 <u>265,114</u>	 <u>250,754</u>	 <u>255,586</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(64,721)</u>	<u>(15,595)</u>	<u>(43,586)</u>
Net Retained Earnings	<u>(64,721)</u>	<u>(15,595)</u>	<u>(43,586)</u>
Stockholders Equity	<u>(64,721)</u>	<u>(15,595)</u>	<u>(43,586)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(64,721)</u>	<u>(15,595)</u>	<u>(43,586)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>200,393</u></u>	 <u><u>235,159</u></u>	 <u><u>212,000</u></u>



November 20, 2014

Theresa Gutierrez
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Theresa,

The following is the financial and operational summary report for October 2014 at TGC at Cypress Head.

FINANCIAL SUMMARY FOR MONTH ENDING OCTOBER 2014									
Revenue	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	\$ 36,484	\$ 38,752	\$ (2,268)		\$ 36,484	\$ 38,752	\$ 36,843	\$ (2,268)	
Cart Fees	\$ 28,191	\$ 31,961	\$ (3,770)		\$ 28,191	\$ 31,961	\$ 31,789	\$ (3,770)	
Range	\$ 2,944	\$ 2,547	\$ 397		\$ 2,944	\$ 2,547	\$ 2,547	\$ 397	
Pro- Shop Revenues	\$ 4,898	\$ 6,272	\$ (1,374)		\$ 4,898	\$ 6,272	\$ 6,272	\$ (1,374)	
Food & Beverage	\$ 26,119	\$ 20,988	\$ 5,131		\$ 26,119	\$ 20,988	\$ 19,888	\$ 5,131	
City Surcharge R/R	\$ 2,527	\$ 2,963	\$ (436)		\$ 2,527	\$ 2,963	\$ 2,813	\$ (436)	
Total Revenue	\$ 101,163	\$ 103,483	\$ (2,320)		\$ 101,163	\$ 103,483	\$ 100,152	\$ (2,320)	
Cost of Sales	\$ 16,388	\$ 11,507	\$ 4,881		\$ 16,388	\$ 11,507	\$ 13,227	\$ 4,881	
Merchandise	\$ 3,618	\$ 3,968	\$ (350)	80%	\$ 3,618	\$ 3,968	\$ 4,941	\$ (350)	80%
Food and Beverage	\$ 12,770	\$ 7,539	\$ 5,231	49%	\$ 12,770	\$ 7,539	\$ 8,286	\$ 5,231	49%
Gross Margin	\$ 84,775	\$ 91,976	\$ (7,201)		\$ 84,775	\$ 91,976	\$ 86,925	\$ (7,201)	
Total Payroll	\$ 59,407	\$ 60,865	\$ (1,458)		\$ 59,407	\$ 60,865	\$ 56,665	\$ (1,458)	
Total Operating Expenses	\$ 66,590	\$ 67,721	\$ (1,131)		\$ 66,590	\$ 67,721	\$ 66,085	\$ (1,131)	
Net Operating Income	\$ (41,222)	\$ (36,610)	\$ (4,612)		\$ (41,222)	\$ (36,610)	\$ (35,825)	\$ (4,612)	
Other Expenses	\$ 7,905	\$ 7,915	\$ (10)		\$ 7,905	\$ 7,915	\$ 7,760	\$ (10)	
Management Fee	\$ 7,370	\$ 7,370	\$ -		\$ 7,370	\$ 7,370	\$ 7,225	\$ -	
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
Depreciation	\$ 535	\$ 545	\$ (10)		\$ 535	\$ 545	\$ 535	\$ (10)	
Net Cash From Ops	\$ (49,127)	\$ (44,525)	\$ (4,602)		\$ (49,127)	\$ (44,525)	\$ (43,585)	\$ (4,602)	
Rounds									
Total Rounds	3,501	3,349	152		3,501	3,349	3,371	152	
Avg. Green Fee/Cart Fee	\$18.47	\$21.11	\$ (2.64)		\$18.47	\$21.11	\$20.36	\$ (2.64)	
Avg. Merchandise/round	\$1.40	\$1.87	\$ (0.47)		\$1.40	\$1.87	\$1.86	\$ (0.47)	
Avg. F&B/round	\$7.46	\$6.27	\$ 1.19		\$7.46	\$6.27	\$5.90	\$ 1.19	

Executive Overview

October marked the start of a new fiscal year at Cypress Head. There were four days of rain which were more in line with normal trends and brought to an end the trend of double digit precipitation experienced over the previous year. The rain days fell during the time of the month when the club is between aeration and over seeding, which resulted in cart path only play along with the driving range being closed. Despite this, revenues finished just shy of budget (98%) and ahead of prior year (101%).

We were able to make some payroll cuts (-2%) despite having to host several events which require additional staffing. We also continued to see a trend of more rounds played during off peak times which results in a lower than budgeted average rate. Operating expenses finished just below budget (-2%) which help the bottom line for the month.

November has started off ahead of budget and prior year and is trending well. At current trends, we expect to be able to make up a significant amount of the shortfall from October to the bottom line. Revenues for F&B continue to trend above budget and prior year.

In addition, there are also a few key items to consider as we start a new fiscal year:

- The competition has continued to drop rates and be aggressive in an effort to make up for a slow and wet year as the calendar year closes.
- The annual USGA report supported the need for the course to be renovated.
- Several course in the local market have made renovations over the past few years in an effort to capture market share.
- Some of our competitors have been aggressively pursuing our groups with aggressive rates.

Key Performance Highlights:

- Over seeding went very well and course is in good condition going into peak season
- F&B sales finished 24% over budget and 31% over prior year
- Range revenue finished 14% over budget and 14% over prior year

Key Performance Issues:

- The age of the facility is resulting in added equipment and infrastructure repairs.
- Competition continues to aggressively lower rates, while many are renovating their facilities.
- COGS in F&B finished over budget due to many parties hosted. This was an effort to quickly showcase the new chef and his culinary skills to the market to help grow business.
 - The team concluded that it could make a quicker impact in spreading the word about the new Chef by hosting events that showcase the new menu to the community.
 - While these events helped create awareness, they did have an impact on COGS as these events were priced very aggressively. As the year progresses and revenues increase, we aim to bring COGS in line with budget.
 - The events hosted to showcase the new Chef included:
 1. Meet the Chef Night in-house event - Over 100 patrons
 2. Chamber Golf League - end of year dinner - Over 65 patrons
 3. Chamber After Hours - end of year event - Over 60 patrons
 4. Oktoberfest - over 40 patrons

- Merchandise finished over budget due issuing the credits of prior months. Combined COGS for September and October will finish below budget for the two months.

Recognition and Awards

- Recognized as “Best Around Golf Course” – DB News Journal Now for the 5th year in a row.

R&R Projects pending:

1. A/C unit replacement program –assessing conditions
2. Restaurant upgrade – Chairs
3. Kitchen upgrades – freezer

R&R projects completed this season:

1. Driving Range Lights

October rounds mix:

Type	Actual	Budget	P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2,862	2,747	2,720	2,862	2,720
Annual	402	381	427	402	427
GolfNow (Barter)	78	56	54	78	54
Comp (P.R.)	30	35	36	30	36
Employee	129	130	134	129	134
Total Rounds	3,501	3,349	3,371	3,501	3,371

Departmental Summaries

Course & Grounds/Carts

- Over seeding went well and the course is in good condition. Dennis and his team continue to maintain the best possible course conditions despite the age of the facility.
- Payroll finished 8% below budget and 2% below prior year for the month
- Operating expenses finished 2% over budget (\$1,215) due to O/S services needed
- The majority of equipment is now entering its 9th year and needs more repairs and replacing
- The Cart department payroll finished 4% below budget and expenses finished 6% over budget, (\$404) due to an increase in electrical costs and supplies needed for repairs.
- The range department exceeded budget and prior year in revenue.
- Completed tree trimming and ground cover clean up on the course in order to improve aesthetics and playability.

Food and Beverage

- Hired a new Chef at the end of September – Joe Ronan
- Revenues finished ahead of budget and prior year (see below).
- Payroll and OPEX both finished over budget (5%, \$603) and (15%, \$1,649) due to number of events hosted which exceeded budget.

October	2012	2013	2014	2014 Budget
Banquet Revenues	\$ 919.00	\$ 3,292.00	\$ 10,448.00	\$ 1,950.00

- New menus are being developed to help grow revenue and lower COGS



- Continue to see an increase in banquet lead requests as we just completed one of the highest revenue years in banquets in the past 10 years.
- We continue to anticipate upward cost pressure from higher food prices, higher utilities costs, additional linen expenses and higher operating expenses as a result of increased repairs.

Golf Shop

- Golf shop sales finished below budget and prior year
 - Annual high school purchase was done in September vs. October this season
- Expenses finished below budget (\$506)
- Payroll finished 3% over budget (\$122)

Marketing and Sales Strategies this season:

- There are multiple events scheduled for November:
 - Internal Event - Toys For Tots Tournament
 - Internal Event - Seafood Festival
 - Internal Initiative - F&B Thanksgiving To Go
 - Internal Initiative - Tournament seminar
 - Banquet – Swim Chicks
 - Banquet – Book Club
 - Banquet – Baby Shower
 - Banquet – Birthday party
 - Banquet – Wedding reception
 - Banquet – Spruce Creek High School Golf team
 - Golf Group – Daytona Travelers
 - Golf Group – Dunlop
 - Golf Group – Jones Group
 - Golf Group – Harbor Village
 - Golf Group – Jankowski
 - Golf Group – Tomlin
 - Golf Group – James
 - Golf Group – Fournier
 - Golf Group – Hall
 - Golf Group – Girouard
 - Tournament – WGA Invitational
 - Tournament – WGA Intercity
 - Tournament – Yas
- Dynamic pricing strategies monitored and adjusted daily
- Civil service and military rate available after 1pm
- Monday and Friday specials to drive rounds to traditionally slower days
- Pellucid database offers
- F&B promotions to draw golfers and others into restaurant
- Converting customers booking through GolfNow to utilize our website and specials
- E-blasts sent out weekly informational along with offering specials to encourage customers
- Contests with email data capture setup

Additional Initiatives

- Launched a new event calendar for upcoming season which allows for advance signups.
- Networking at all 3 local Chambers – including Ormond Beach
- Ongoing promotions to drive revenues – targeted email blasts, specials and combo offerings.
- Follow up with area condos for golf events & golf packages
- Follow up with area hotels including the Hampton Inn, Perry Ocean Edge, Plaza Ocean Club, Daytona Beach Resort & Conference Center
- Ongoing participation with FUN COAST GOLF with Volusia County hotels and condos

Corporate Support

- Ongoing revenue management – ongoing analysis of third party wholesalers and Golfnow usage as well follow up of tournaments and new promotion strategies to spur demand.
- Support of course renovation process.
- Revamp of Frequent Fairways loyalty program benefits for upcoming year
- KemperSports Center for Excellence – Ongoing resource – currently utilizing Digital University and other Best Practices listed to drive revenue generation.
- Monthly revenue calls – focus is on main revenue drivers and incoming business
- Review TrueReview customer service scores to ensure that performance is "Best in Class" and that Cypress Head is setting the standard for service in the local market.
- Developed outreach strategy for existing/new customers to drive F&B and outing revenues

Weather

Rainfall Totals:

- Course Measurements: Experienced 1.40 inches of rain vs. an historical average of 4.20 inches. There were 4 days with rain all during business hours.
- Weather Channel Measurements for Port Orange: 1.54 inches of rain vs. an historical avg. 4.20 inches. There were 4 days with rain noted.

Average Air Temperature:

- Course Measurements: Low avg. 66.5 degrees vs. historical avg. of 65.5 degrees.
High avg. 83.9 degrees vs. historical avg. of 81.8 degrees

Summary

The current fiscal year started with a weather pattern which is closer to normal averages. The golf course conditions are in good shape and while rounds were down vs. budget, we did see an increase of 4% in paid rounds and 7% in total rounds vs. prior year. The team, along with Craig Falanga (Regional Sales and Marketing Director) is implementing several initiatives to drive revenue and get off to a good start of the season. We remain dedicated to driving additional rounds as well as to launching promotions aimed at increase the a la carte and banquet revenues at our property.

Respectfully Submitted,



Ricardo Catarino
Regional Operations Executive
KemperSports

The Golf Club at Cypress Head
General Ledger

Ranges: From: To:

Date: 10/1/2014

Account: First Last

Sorted By:

Include:

Print Currency In:

Account Posting

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$74,352.60	\$132,646.92	\$116,329.71	\$16,317.21	\$90,669.81
	10100-5950-900	Cash - Course Other	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	10120-5950-900	Cash - New Payroll	(\$1,273.98)	\$48,675.00	\$47,823.86	\$851.14	(\$422.84)
	10180-5950-900	Cash - Pro Shop Bank	\$0.00	\$600.00	\$0.00	\$0.00	\$600.00
	10200-5950-900	Cash - F&B Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$43,719.46	\$16,216.18	\$53,501.48	(\$37,285.30)	\$6,434.16
	12000-5950-900	Inventory - Merchandise	\$44,294.67	\$3,047.79	\$6,584.85	(\$3,537.06)	\$40,757.61
	12180-5950-900	Inventory - Food	\$4,385.98	\$10,333.98	\$8,501.18	\$1,832.80	\$6,218.78
	12200-5950-900	Inventory - Beverage	\$2,019.12	\$484.95	\$975.97	(\$491.02)	\$1,528.10
	12220-5950-900	Inventory - Beer	\$1,118.93	\$1,892.47	\$2,007.64	(\$115.17)	\$1,003.76
	12240-5950-900	Inventory - Liquor	\$3,566.02	\$643.82	\$1,006.03	(\$362.21)	\$3,203.81
	12260-5950-900	Inventory - Wine	\$630.42	\$1,007.28	\$965.73	\$41.55	\$671.97
	13020-5950-900	Prepaid Insurance	\$16,275.59	\$0.00	\$3,664.62	(\$3,664.62)	\$12,610.97
	13040-5950-900	Prepaid Exp - Other	\$10,279.74	\$0.00	\$7,818.56	(\$7,818.56)	\$2,461.18
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$27,889.36)	\$0.00	\$153.97	(\$153.97)	(\$28,043.33)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$12,967.57)	\$0.00	\$97.55	(\$97.55)	(\$13,065.12)
	22080-5950-900	Accum. Deprec - Buildings	(\$39,123.88)	\$0.00	\$283.45	(\$283.45)	(\$39,407.33)
	30000-5950-900	Accts Pay - Trade	(\$21,353.34)	\$51,284.86	\$70,574.46	(\$19,289.60)	(\$40,642.94)
	30040-5950-900	Accts Pay - Other	(\$41,953.05)	\$0.00	\$12,025.14	(\$12,025.14)	(\$53,978.19)
	31000-5950-900	Accrued Expenses	\$1,609.84	\$110.01	\$3,909.84	(\$3,799.83)	(\$2,189.99)
	31020-5950-900	Accrued Payroll	(\$21,121.65)	\$29,368.44	\$36,576.02	(\$7,207.58)	(\$28,329.23)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$521.85	\$1,576.83	(\$1,054.98)	(\$1,054.98)
	31220-5950-900	Accrued Sales Tax	(\$9,081.49)	\$16,374.34	\$7,295.90	\$9,078.44	(\$3.05)
	31240-5950-900	Accrued Annual Sales Tax	(\$2,137.84)	\$2,276.64	\$138.80	\$2,137.84	\$0.00
	31300-5950-900	Accrued Lesson Reserve	\$0.00	\$0.00	\$60.00	(\$60.00)	(\$60.00)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$0.00	\$2,527.19	(\$2,527.19)	(\$2,527.19)
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,105.26)	\$567.55	\$109.56	\$457.99	(\$1,647.27)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$400.00)	\$37,520.23	\$38,520.23	(\$1,000.00)	(\$1,400.00)
	32040-5950-900	Deferred Rev - Annual Passes	(\$45,377.92)	\$9,027.17	\$649.81	\$8,377.36	(\$37,000.56)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$0.00	\$0.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,243.18)	\$505.98	\$646.29	(\$140.31)	(\$15,383.49)
	32100-5950-900	Deferred Rev - Credit Books	(\$23,748.93)	\$1,237.41	\$1,673.63	(\$436.22)	(\$24,185.15)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$63,866.19)	\$14,428.38	\$1,485.26	\$12,943.12	(\$50,923.07)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,299.62)	\$185.66	\$0.00	\$185.66	(\$1,113.96)
	49020-5950-900	Retained Earnings - Current	\$15,594.83	\$0.00	\$0.00	\$0.00	\$15,594.83
	50000-5950-100	Green Fees - Annual Pass	\$0.00	\$0.00	\$6,352.42	(\$6,352.42)	(\$6,352.42)
	50040-5950-100	Green Fees - Member	\$0.00	\$0.00	\$27,604.13	(\$27,604.13)	(\$27,604.13)
	50070-5950-100	Green Fees - (surcharge)	\$0.00	\$2,527.19	\$5,054.38	(\$2,527.19)	(\$2,527.19)
	50500-5950-200	Cart Fee 18	\$0.00	\$0.00	\$19,704.00	(\$19,704.00)	(\$19,704.00)
	50520-5950-200	Cart Fee - Annual Trail	\$0.00	\$0.00	\$8,487.34	(\$8,487.34)	(\$8,487.34)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$20.00	(\$20.00)	(\$20.00)
	52150-5950-600	Lessons	\$0.00	\$0.00	\$130.00	(\$130.00)	(\$130.00)
	52280-5950-600	Rental Clubs	\$0.00	\$0.00	\$247.95	(\$247.95)	(\$247.95)
	52310-5950-600	Retail	\$0.00	\$0.00	\$4,500.16	(\$4,500.16)	(\$4,500.16)
	53050-5950-220	Range Pass Revenue	\$0.00	\$0.00	\$2,943.53	(\$2,943.53)	(\$2,943.53)
	54000-5950-540	Food	\$0.00	\$804.74	\$14,381.29	(\$13,576.55)	(\$13,576.55)
	54030-5950-540	Beverage	\$0.00	\$0.00	\$1,787.06	(\$1,787.06)	(\$1,787.06)
	54060-5950-540	Beer	\$0.00	\$0.00	\$5,134.23	(\$5,134.23)	(\$5,134.23)
	54090-5950-540	Liquor	\$0.00	\$0.00	\$3,743.30	(\$3,743.30)	(\$3,743.30)
	54120-5950-540	Wine	\$0.00	\$0.00	\$1,528.13	(\$1,528.13)	(\$1,528.13)
	54220-5950-540	F&B Other Income	\$0.00	\$0.00	\$350.00	(\$350.00)	(\$350.00)
	56120-5950-100	City Surcharge R & R	\$0.00	\$0.00	\$2,527.19	(\$2,527.19)	(\$2,527.19)
	60000-5950-600	COGS - Merchandise - Accessories	\$0.00	\$3,618.69	\$0.00	\$3,618.69	\$3,618.69

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61000-5950-540	COGS - Food	\$0.00	\$7,861.68	\$0.00	\$7,861.68	\$7,861.68
	61010-5950-540	COGS - Beverage	\$0.00	\$968.47	\$0.00	\$968.47	\$968.47
	61020-5950-540	COGS - Beer	\$0.00	\$2,007.64	\$0.00	\$2,007.64	\$2,007.64
	61030-5950-540	COGS - Liquor	\$0.00	\$966.67	\$0.00	\$966.67	\$966.67
	61040-5950-540	COGS - Wine	\$0.00	\$965.73	\$0.00	\$965.73	\$965.73
	70000-5950-100	Gross Payroll - Salaried	\$0.00	\$9,623.49	\$5,691.35	\$3,932.14	\$3,932.14
	70000-5950-600	Gross Payroll - Salaried	\$0.00	\$1,842.00	\$0.00	\$1,842.00	\$1,842.00
	70000-5950-900	Gross Payroll - Salaried	\$0.00	\$13,127.65	\$5,376.67	\$7,750.98	\$7,750.98
	70000-5950-950	Gross Payroll - Salaried	\$0.00	\$5,145.01	\$1,335.18	\$3,809.83	\$3,809.83
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$0.00	\$5,640.38	\$2,307.69	\$3,332.69	\$3,332.69
	70010-5950-100	Gross Payroll - Hourly	\$0.00	\$20,074.99	\$6,061.76	\$14,013.23	\$14,013.23
	70010-5950-200	Gross Payroll - Hourly	\$0.00	\$7,080.78	\$3,183.69	\$3,897.09	\$3,897.09
	70010-5950-600	Gross Payroll - Hourly	\$0.00	\$4,084.90	\$2,330.94	\$1,753.96	\$1,753.96
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$0.00	\$12,915.55	\$5,250.62	\$7,664.93	\$7,664.93
	71000-5950-100	Payroll Tax - FICA	\$0.00	\$2,803.69	\$1,302.06	\$1,501.63	\$1,501.63
	71000-5950-200	Payroll Tax - FICA	\$0.00	\$624.23	\$286.53	\$337.70	\$337.70
	71000-5950-540	Payroll Tax - FICA	\$0.00	\$1,481.11	\$472.56	\$1,008.55	\$1,008.55
	71000-5950-600	Payroll Tax - FICA	\$0.00	\$553.30	\$259.26	\$294.04	\$294.04
	71000-5950-900	Payroll Tax - FICA	\$0.00	\$1,308.99	\$652.80	\$656.19	\$656.19
	71000-5950-950	Payroll Tax - FICA	\$0.00	\$388.89	\$106.80	\$282.09	\$282.09
	71010-5950-100	Payroll Tax - UC	\$0.00	\$263.13	\$0.00	\$263.13	\$263.13
	71010-5950-200	Payroll Tax - UC	\$0.00	\$188.97	\$0.00	\$188.97	\$188.97
	71010-5950-540	Payroll Tax - UC	\$0.00	\$351.37	\$0.00	\$351.37	\$351.37
	71010-5950-600	Payroll Tax - UC	\$0.00	\$7.87	\$0.00	\$7.87	\$7.87
	71020-5950-100	Payroll Tax - WC	\$0.00	\$375.83	\$0.00	\$375.83	\$375.83
	71020-5950-200	Payroll Tax - WC	\$0.00	\$77.09	\$0.00	\$77.09	\$77.09
	71020-5950-540	Payroll Tax - WC	\$0.00	\$199.07	\$0.00	\$199.07	\$199.07
	71020-5950-600	Payroll Tax - WC	\$0.00	\$137.69	\$0.00	\$137.69	\$137.69
	71020-5950-900	Payroll Tax - WC	\$0.00	\$174.41	\$0.00	\$174.41	\$174.41
	71020-5950-950	Payroll Tax - WC	\$0.00	\$62.19	\$0.00	\$62.19	\$62.19
	71030-5950-100	Benefits	\$0.00	\$5,555.23	\$3,032.20	\$2,523.03	\$2,523.03
	71030-5950-200	Benefits	\$0.00	\$51.87	\$42.78	\$9.09	\$9.09
	71030-5950-540	Benefits	\$0.00	\$781.63	\$360.17	\$421.46	\$421.46
	71030-5950-600	Benefits	\$0.00	\$545.81	\$161.18	\$384.63	\$384.63
	71030-5950-900	Benefits	\$0.00	\$3,484.30	\$1,742.08	\$1,742.22	\$1,742.22
	71030-5950-950	Benefits	\$0.00	\$600.02	\$188.28	\$411.74	\$411.74
	80050-5950-540	Bar Supplies	\$0.00	\$377.14	\$0.00	\$377.14	\$377.14
	80110-5950-200	Cart Supplies	\$0.00	\$388.09	\$0.00	\$388.09	\$388.09
	80170-5950-100	Course Accessories	\$0.00	\$504.15	\$0.00	\$504.15	\$504.15
	80190-5950-540	Dining Room Supplies	\$0.00	\$92.21	\$0.00	\$92.21	\$92.21
	80230-5950-100	Fertilizer	\$0.00	\$649.63	\$100.00	\$549.63	\$549.63
	80270-5950-100	Fuel	\$0.00	\$1,530.73	\$0.00	\$1,530.73	\$1,530.73
	80320-5950-100	Herbicides	\$0.00	\$986.33	\$0.00	\$986.33	\$986.33
	80370-5950-100	Insecticides	\$0.00	\$1,574.00	\$0.00	\$1,574.00	\$1,574.00
	80380-5950-900	Janitorial Supplies	\$0.00	\$997.35	\$0.00	\$997.35	\$997.35
	80390-5950-540	Kitchen Supplies	\$0.00	\$1,805.18	\$0.00	\$1,805.18	\$1,805.18
	80410-5950-540	Laundry/Linens	\$0.00	\$626.70	\$0.00	\$626.70	\$626.70
	80420-5950-900	Laundry/Uniforms	\$0.00	\$174.67	\$0.00	\$174.67	\$174.67
	80520-5950-900	Office Supplies	\$0.00	\$519.16	\$0.00	\$519.16	\$519.16
	80690-5950-100	Sand/Topdress	\$0.00	\$611.00	\$0.00	\$611.00	\$611.00
	80710-5950-100	Seeds/Trees	\$0.00	\$16,124.60	\$0.00	\$16,124.60	\$16,124.60
	80730-5950-100	Small Tools	\$0.00	\$66.81	\$0.00	\$66.81	\$66.81
	80810-5950-600	Tournament Expense	\$0.00	\$50.09	\$0.00	\$50.09	\$50.09
	81010-5950-900	Alarm System	\$0.00	\$90.50	\$0.00	\$90.50	\$90.50
	81090-5950-200	Cart Repairs	\$0.00	\$19.62	\$0.00	\$19.62	\$19.62
	81130-5950-900	Computer Service	\$0.00	\$258.55	\$0.00	\$258.55	\$258.55
	81140-5950-900	Contract Cleaning	\$0.00	\$549.00	\$0.00	\$549.00	\$549.00
	81250-5950-100	Irrigation	\$0.00	\$806.59	\$0.00	\$806.59	\$806.59
	81300-5950-900	Pest Control	\$0.00	\$115.00	\$0.00	\$115.00	\$115.00
	81350-5950-100	Repair & Maint - Equipment	\$0.00	\$1,875.98	\$0.00	\$1,875.98	\$1,875.98
	81350-5950-540	Repair & Maint - Equipment	\$0.00	\$697.05	\$0.00	\$697.05	\$697.05
	81360-5950-900	Repair & Maint - Building	\$0.00	\$59.17	\$0.00	\$59.17	\$59.17
	82000-5950-200	Cart Lease	\$0.00	\$6,032.00	\$0.00	\$6,032.00	\$6,032.00

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
	82020-5950-100	Equipment Lease	\$0.00	\$4,495.00	\$0.00	\$4,495.00	\$4,495.00	
	82020-5950-540	Equipment Lease	\$0.00	\$125.00	\$0.00	\$125.00	\$125.00	
	82060-5950-900	Off-Site Storage	\$0.00	\$157.00	\$0.00	\$157.00	\$157.00	
	83000-5950-100	Utilities - Electric	\$0.00	\$913.28	\$0.00	\$913.28	\$913.28	
	83000-5950-200	Utilities - Electric	\$0.00	\$820.30	\$0.00	\$820.30	\$820.30	
	83010-5950-540	Utilities - Gas	\$0.00	\$341.06	\$0.00	\$341.06	\$341.06	
	83020-5950-100	Utilities - Other	\$0.00	\$1,005.95	\$0.00	\$1,005.95	\$1,005.95	
	83020-5950-900	Utilities - Other	\$0.00	\$2,094.46	\$0.00	\$2,094.46	\$2,094.46	
	83030-5950-100	Utilities - Telephone/Fax	\$0.00	\$91.85	\$0.00	\$91.85	\$91.85	
	83030-5950-900	Utilities - Telephone/Fax	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00	
	83050-5950-100	Utilities - Water	\$0.00	\$180.63	\$0.00	\$180.63	\$180.63	
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$0.00	\$2,973.61	\$15.00	\$2,958.61	\$2,958.61	
	85020-5950-900	Bank Charges	\$0.00	\$17.32	\$0.00	\$17.32	\$17.32	
	85050-5950-900	Cash Short/(Over)	\$0.00	\$1,652.23	\$1,346.15	\$306.08	\$306.08	
	85060-5950-900	Cell Phone	\$0.00	\$200.00	\$25.00	\$175.00	\$175.00	
	85070-5950-900	City Surcharge R & R	\$0.00	\$2,527.19	\$0.00	\$2,527.19	\$2,527.19	
	85110-5950-900	Copier/Photocopies	\$0.00	\$210.32	\$0.00	\$210.32	\$210.32	
	85120-5950-900	Credit Card Discounts	\$0.00	\$1,414.15	\$0.00	\$1,414.15	\$1,414.15	
	85150-5950-900	Dues & Subscriptions	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00	
	85190-5950-900	Employee Relations	\$0.00	\$283.66	\$0.00	\$283.66	\$283.66	
	85280-5950-900	Insurance Expense	\$0.00	\$3,664.62	\$0.00	\$3,664.62	\$3,664.62	
	85330-5950-900	Messenger Service - Fedex	\$0.00	\$97.85	\$0.00	\$97.85	\$97.85	
	85390-5950-900	O/S - Accounting	\$0.00	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00	
	85430-5950-100	O/S - Other	\$0.00	\$3,875.00	\$0.00	\$3,875.00	\$3,875.00	
	85430-5950-900	O/S - Other	\$0.00	\$76.96	\$0.00	\$76.96	\$76.96	
	85480-5950-900	Payroll Processing Fee	\$0.00	\$245.67	\$0.00	\$245.67	\$245.67	
	85490-5950-900	Postage/Shipping	\$0.00	\$49.00	\$35.16	\$13.84	\$13.84	
	85610-5950-900	Tax/Licenses/Fees	\$0.00	\$0.00	\$60.00	(\$60.00)	(\$60.00)	
	85660-5950-540	Loss/Theft	\$0.00	\$390.38	\$0.00	\$390.38	\$390.38	
	85720-5950-100	Travel - Other	\$0.00	\$300.00	\$0.00	\$300.00	\$300.00	
	85720-5950-900	Travel - Other	\$0.00	\$487.15	\$0.00	\$487.15	\$487.15	
	90000-5950-900	Management Fee	\$0.00	\$7,369.51	\$0.00	\$7,369.51	\$7,369.51	
	98010-5950-900	Deprec - Office F,F&E	\$0.00	\$153.97	\$0.00	\$153.97	\$153.97	
	98020-5950-900	Deprec - Mach & Equip	\$0.00	\$97.55	\$0.00	\$97.55	\$97.55	
	98040-5950-900	Deprec - Buildings	\$0.00	\$283.45	\$0.00	\$283.45	\$283.45	
			<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	\$573,704.58	\$573,704.58	\$0.00	\$0.00

The Golf Club at Cypress Head

DATE: 11/15/14 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Ricardo Catarino
General Manager	Mike Collins
Superintendent	Dennis Pickavance

Prepared by:
Kemper Sports Management, Inc.
500 Skokie Blvd. Suite 444
Northbrook, IL. 60062

1. Golf Shop	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
		11/14
B. Appearance		12/14
		01/15
C. Displays		02/15
		03/15
D. Inventory		

Comments: **Shop is well organized.**

- **On Going** - Clean & orderly – Very Good
- **On Going** - Well stocked – Very Good

2. Administrative Offices	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
		11/14
B. Appearance		12/14
		01/15
C. Equipment		02/15
		03/15

Comments: **In good order.**

- **On going** - Organized & Presentable – Good.

3. Restaurant / Bar	Evaluation	
A. Cleanliness/Orderly	8.7	10/14
		11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: **In good working order. We will be utilizing the R/R funds to work on chairs and tables in the dining room in the near future.**

- **On Going** - Review last Health Dept. inspections - Good
- **On Going** - Coolers clean inside & out – Ok – in need of replacement soon
- **On Going** - Carpet cleaning – Completed
- **On Going** – Air return vent cleaned over bar entrance – Good

4. Banquet Room	Evaluation	
A. Cleanliness/Orderly	7.4	10/14
		11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: **In decent working order.**

- **On Going** – Vacuum edges of walls & in corners – Good
- **On Going** – Cleaning & appearance of fans & light fixtures - Great
- **On Going** - Check if courtyard drainage is functioning - Good
- **On Going** - Clean vinyl – Ok
- **On Going** – Check for paint bubbling and leaks – Great

5. Kitchen	Evaluation	
A. Customer Service	7.1	10/14

	11/14	05/15
B. Cleanliness	12/14	06/15
	01/15	07/15
C. Equipment	02/15	08/15
	03/15	09/15

Comments: In good working order.

- **On Going** - Review last Health Dept. inspections – Good, no issues
- **On Going** – Food – stored properly
- **On Going** - Clean & Presentable – Very Good

6. Club House Restrooms / Hallway	Evaluation	
A. Cleanliness	8.1	10/14
		11/14
		05/15
B. Equipment		12/14
		06/15
		01/15
		07/15
C. Appearance		02/15
		08/15
		03/15
		09/15
D. Odor		

Comments: Neat and tidy.

- **On Going** – Clean & Presentable – Great
- **On Going** – Odor free – Very Good
- **On Going** – Cleanliness of vents in ceiling of men and ladies room – Very Good

7. Entrance/Ext. Clubhouse/Cart Barn	Evaluation	
A. Landscape	8.3	10/14
		11/14
		04/15
B. Signage		12/14
		05/15
		06/15
		01/15
		07/15
C. Parking Lot		02/15
		08/15
		03/15
		09/15
D. Cement Walkways		

Comments: In good shape. Cart path edging has been completed and pine straw put down.

- **On Going** - Clean Windows – Good
- **On Going** – Litter free, cigarette butts – Good
- **On Going** – Landscaping appearance, trimming & weed free - Good

8. First Tee Area / Putting Green / Range	Evaluation	
A. Cut	8.1	10/14
		11/14
		04/15
B. Health		12/14
		05/15
		06/15
		01/15
		07/15
C. Starter Area		02/15
		08/15
		03/15
		09/15
D. Bag Drop		

Comments: Greens were over seeded the middle of October. Course is in good shape.

- **On Going** – Edge & Pine Straw all beds around benches & lights – Replacing when we can collect from course
- **On Going** – Bag Drop Stand clean & orderly

9. Tee Conditions-Overall	Evaluation	
A. Cut	7.5	10/14
		11/14
		04/15
		05/15
B. Health		12/14
		06/15

	01/15	07/15
C. Appearance	02/15	08/15
	03/15	09/15
D. Playability		

Comments: Tees are in good condition, only concern is the levelness of some of the tee boxes. Some tee boxes will need to be leveled and expanded in the future. Over seeding of the tees was completed in mid-October.

- **On Going** - Divots continue to be filled on a regular basis - Good
- **On Going** – Quality of Cut – Good
- **On Going** - Conditions – Good

10. Fairway Conditions	Evaluation	
A. Cut	7.7	10/14
		11/14
B. Health		12/14
		01/15
C. Appearance		02/15
		03/15
D. Playability		

Comments: We over seeded in mid-October and conditions are good.

- **On Going** – Quality of cut, density, & playability – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Quality and consistency – Very Good
- **On Going** – Conditions of fairways – Very Good

11. Primary Rough Conditions	Evaluation	
A. Health	6.9	10/14
		11/14
B. Cut		12/14
		01/15
C. Appearance		02/15
		03/15
D. Playability		

Comments: In good shape.

- **On Going** - Pine straw beds – presently thin, continued budget saving area – Needed
- **On Going** – Quality of cut, density, & playability – Good
- **On Going** – Color & Appearance – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Conditions of rough – Good

12. Common Rough Conditions	Evaluation	
A. Health	6.5	10/14
		11/14
B. Cut		12/14
		01/15
C. Appearance		02/15
		03/15
D. Playability		

Comments: In good shape.

- **On Going** – Palmettos and clearing bushy areas around the course – Good
- **On Going** – Conditions for mowing schedules being kept on areas bordering the course - Good

- **On Going** – Pine straw areas – Good
- **On Going** – Lake Bank maintenance – Good

13. Greens Conditions	Evaluation		
A. Health	8.1	10/14	04/15
B. Cut		11/14	05/15
		12/14	06/15
C. Appearance		01/15	07/15
		02/15	08/15
D. Playability		03/15	09/15

Comments: Over seeded in mid-October. The greens are in good shape for their age but need to be renovated.

- **On Going** – Smoothness & speed of ball roll – Very Good

14. Bunkers	Evaluation		
A. Appearance	3.4	10/14	04/15
		11/14	05/15
B. Texture		12/14	06/15
		01/15	07/15
C. Playability		02/15	08/15
		03/15	09/15
D. Conditions			

Comments: The green side bunkers are in need of replacement and have been for years. We have been repairing a lot the past few years.

- **On Going** – Bunkers edged & raked – Good
- **On Going** – Waste bunker weed free & cultivated – Good
- **On Going** – Bunkers able to be maintained – Not well

15. Course Restrooms	Evaluation		
	6.4	10/14	04/15
		11/14	05/15
		12/14	06/15
		01/15	07/15
		02/15	08/15
		03/15	09/15

Comments: These are in ok good shape for their age but need repair and replacement work. The two drinking fountains are being replaced in November.

- **On Going** - Touch up paint on trim work & floor staining – Good
- **On Going** – Clean & Presentable – Good
- **On Going** – Odor free – Ok, 20 years old with little ventilation
- **On Going** – Cleaning schedule being kept – Very Good
- **On Going** – Outside appearance, roof and walls and floor outside – Good

16. Cart Paths	Evaluation		
A. Edging	6.9	10/14	04/15
		11/14	05/15
B. Trimming of shrubs		12/14	06/15
		01/15	07/15
C. Tee Signs / Beds		02/15	08/15
		03/15	09/15
D. Curbing / Corners			

E. Bridges

Comment: Overall the paths are in pretty good condition. There are areas that need to still be repaired. Majority of edging was completed as well.

- **On Going** – Drop off / pot holes along the path, stakes to keep carts off – Good
- **On Going** – Tee sign beds, weed control & fresh pine straw – Good
- **On Going** – Edge cart paths – Good
- **On Going** – Palmetto control along cart paths – Good
- **On Going** – Check for uneven pavement and trip hazards – Good

17. Fertilizer & Chemical Program		Evaluation	
A. Records	6.5	10/14	04/15
		11/14	05/15
B. Up-Date		12/14	06/15
		01/15	07/15
C. Per Maintenance Plan		02/15	08/15
		03/15	09/15
D. Material Storage			

Comments: Overall in good order.

- **On Going** - All application schedules are being followed - Good
- **On Going** - All records are up to date – Good
- **On Going** - All materials are stored properly and orderly – Good

18. Maintenance Equip. Fleet Conditions		Evaluation	
A. Preventative Care	5.0	10/14	04/15
		11/14	05/15
B. Appearance		12/14	06/15
		01/15	07/15
C. Storage Area		02/15	08/15
		03/15	09/15
D. Maintenance			

Comments: We currently have the necessary equipment on hand but some pieces need more repairs.

- **On Going** – We are tracking all repairs on every piece of equipment in the fleet – Good
- **On Going** - Work stations are neat and orderly - Good

19. Maintenance Facility		Evaluation	
A. Surrounding Compound	5.3	10/14	04/15
		11/14	05/15
B. Offices & Break Room		12/14	06/15
		01/15	07/15
C. Safety Hazards		02/15	08/15
		03/15	09/15
D. Pump House Cleanliness			

Comments: Overall the building infrastructure is ok.

- **On Going** - Overall appearance of compound – Good
- **On Going** – Office is clean and orderly – Good
- **On Going** – Break room is clean and orderly – Good

20. Golf Cart Fleet		Evaluation	
A. Appearance	8.5	10/14	04/15
		11/14	05/15

B. Mechanical function	12/14	06/15
	01/15	07/15
C. Batteries Watered	02/15	08/15
	03/15	09/15

Comments: In decent working condition and being properly maintained by the specifications. The fleet is now extending past the normal amount of time kept. This will result in more repairs during the new season.

The purpose of the evaluation is to assure that the golf course continues to move forward in a positive direction, and if there are weaknesses, we address them as soon as possible.

The final ratings will be based on the categories listed, plus the feeling, ideas and experience of the raters. Any suggestions or changes made by the raters should be addressed at once. The ratings are based on a scale of 1 – 10.

Rating Summary:

Needs Improvement 1.0 to 4.9

Average: 5.0

Good: 6.0

Excellent: 7.0

Outstanding: 8.0 to 10.0

Current Overall Rating:	7.07	10/13	04/14
		11/13	05/14
		12/13	06/14
		01/14	07/14
		02/14	08/14
		03/14	09/14

Trend Report by Month - Date of Visit

Report run: 11/20/2014 7:58 PM MST
Data current as of: 11/20/2014 7:57 PM MST



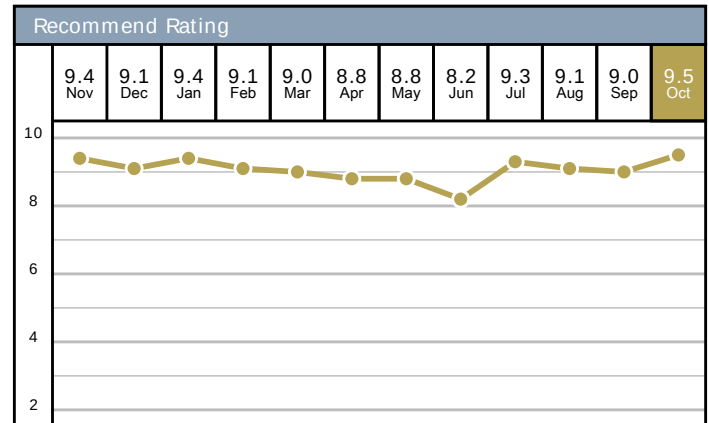
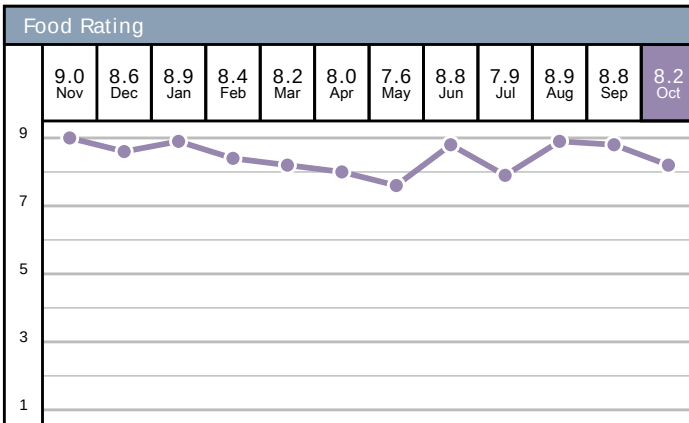
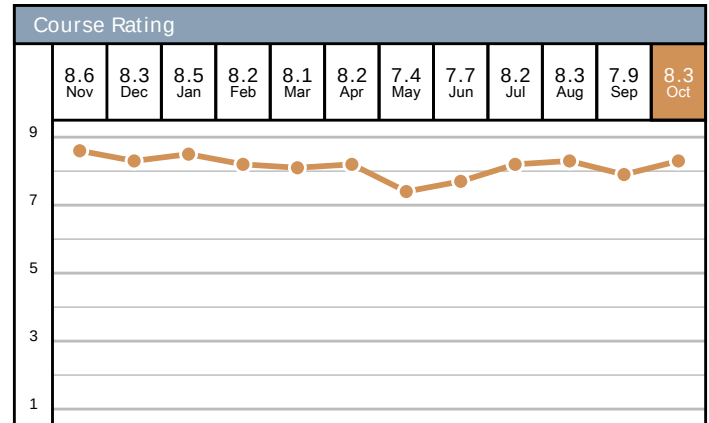
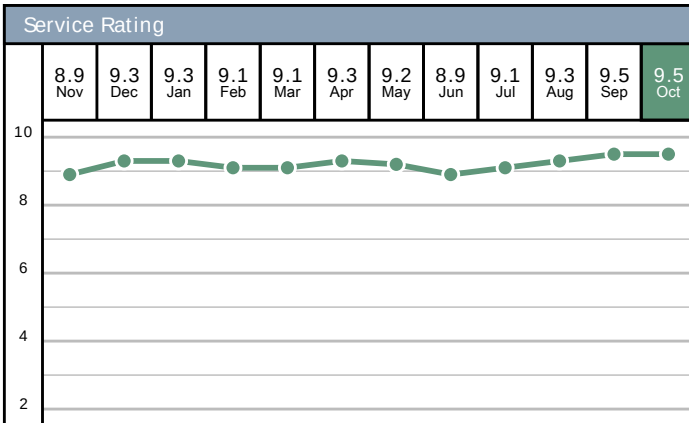
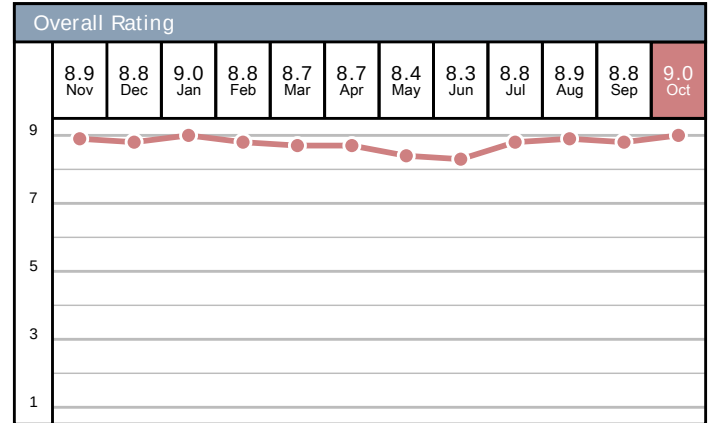
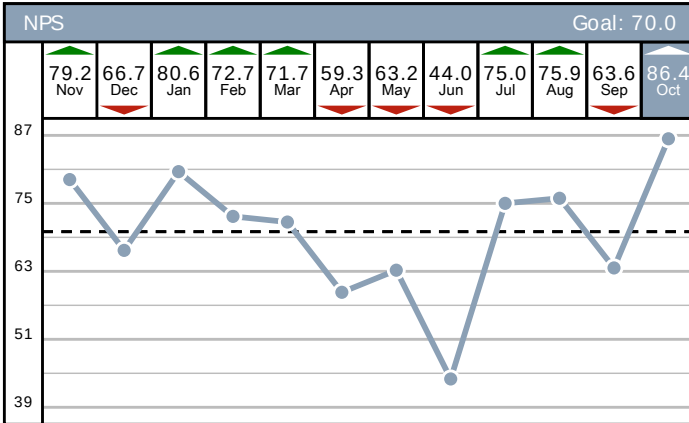
CURRENT PERIOD RESULTS

NPS	86.4	Overall Rating	9.0
Service Rating	9.5	Course Rating	8.3
Food Rating	8.2	Recommend Rating	9.5
Overall Rating w/o F&B	9.1	# of Surveys	22

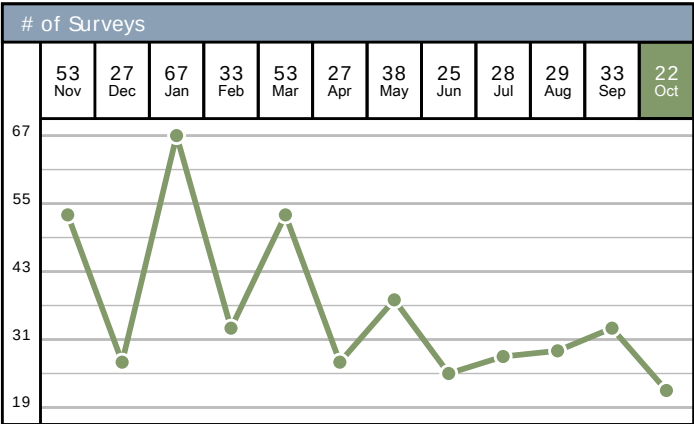
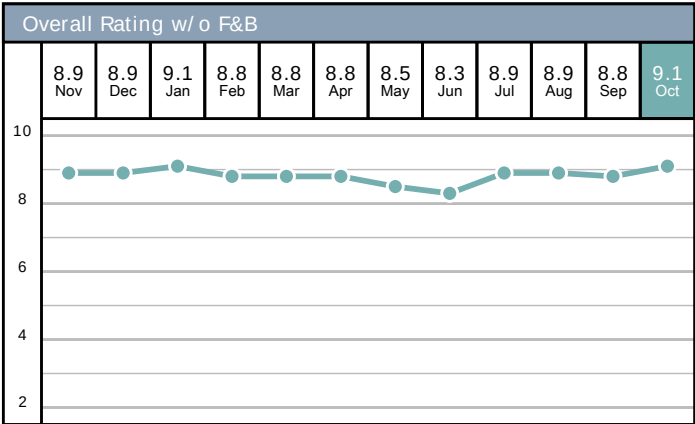
REPORT CRITERIA

Course	Cypress Head
Date of Service	11/1/13 - 10/31/14

▲ Exceeded goal
▲ Failed goal
 Goal area



Trend Report by Month - Date of Visit



October Weather, Revenue, Rounds Summary
2013 Vs. 2014

	2013	2014	2013	2014	2013	2014	2013	2014	Overcast, Frost, or	Overcast, Frost, or
	Low Temp	Low Temp	High Temp	High Temp	Precip	Precip	Rounds	Rounds	Cart Path Only 2013	Cart Path Only 2014
1	75	75	84	86		0.05	157	76		CPO Rain
2	74	75	85	87	0	0.5	156	132		CPO Rain
3	68	75	84	88	0	0.05	120	127		CPO Rain
4	73	73	86	83	0	0	156	131		
5	74	57	86	80	0	0	132	178	Rain	
6	74	60	87	82	0.05	0	119	110		
7	74	66	84	86	0	0	66	142	Rain	
8	74	69	84	86	0.3	0	132	135	Rain	
9	73	68	83	86	0.35	0	122	144		
10	65	69	83	87	0	0	132	171		
11	64	69	84	87	0	0	177	117		
12	66	69	83	88	0	0	113	135	Rain	
13	68	72	84	89	0.05	0	125	136	Rain	
14	69	73	85	90	0.125	0.8	0	124	Rain	CPO Rain
15	69	75	84	83	0.05	0	81	101		
16	70	60	83	80	0	0	63	136		
17	70	59	84	79	0	0	83	176		
18	70	61	86	84	0	0	65	140		
19	71	61	85	84	0	0	48	113		
20	74	75	85	85	0	0	65			
21	74	75	84	84	0	0	51	52	Rain	
22	73	69	83	83	0.05	0	46	108		
23	72	61	82	81	0	0	72	91		
24	60	60	79	81	0	0	110	92		
25	58	60	80	79	0	0	166	66		
26	58	57	81	80	0	0	111	79		
27	57	60	82	81	0	0	144	59		
28	58	62	82	82	0	0	135	70		
29	62	63	83	84	0	0	167	101	Rain	
30	68	65	82	84	0.05	0	115	133		
31	69	70		83	0	0	142	126		
	68.5	66.5	83.6	83.9	1.025	1.4	3371	3501		
Historical Avg.	65.69	65.5	83	81.8	4.21	4.21				
DIFFERENCE		-1.97		0.37		-2.81				
DAY EFFECTED BY WEATHER -			4							

[illegible]

**The Golf Club at Cypress Head
Course Cash Flow Report
November 30, 2014**

	<u>November</u>	<u>YTD</u>
EBITDA	(\$5,959.56)	(\$47,181.73)
Management Fee Expense	(7,369.51)	(14,739.02)
Depreciation & Amortization	<u>(534.97)</u>	<u>(1,069.94)</u>
Net Income	(13,864.04)	(62,990.69)
Working Capital Changes		
Inventory	2,120.86	4,751.97
Receivables	143.16	37,428.46
Payables	(20,843.81)	(1,554.21)
Due to from the City	2,035.74	14,060.88
Prepays	(9,989.89)	1,493.29
Accrued Liabilities	(26,128.27)	(22,694.97)
Other Liabilities	(15,138.21)	(35,525.81)
Depreciation & Amortization	<u>534.97</u>	<u>1,069.94</u>
Operating Cash Flow	(81,129.49)	(63,961.14)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(81,129.49)</u>	<u>(63,961.14)</u>
Beginning Cash	91,846.97	74,678.62
Net Cash Flows	<u>(81,129.49)</u>	<u>(63,961.14)</u>
Ending Cash	<u>10,717.48</u>	<u>10,717.48</u>

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
50,235	55,902	90%	48,794	103%	Green Fees	86,719	94,654	92%	85,638	101%	460,517	595,370
36,206	42,913	84%	35,167	103%	Cart Fee	64,397	74,874	86%	66,956	96%	321,778	454,213
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	193
20	40	50%	40	50%	Handicap Fee	40	80	50%	80	50%	4,747	4,694
125	246	51%	246	51%	Lessons	255	449	57%	449	57%	878	1,233
170	153	111%	153	111%	Rental Clubs	418	347	120%	347	120%	1,487	2,355
6,631	5,066	131%	4,716	141%	Retail	11,131	10,901	102%	10,552	105%	48,222	72,658
1,941	3,130	62%	2,680	72%	Range	4,885	5,677	86%	5,227	93%	38,615	34,945
18,142	15,172	120%	11,222	162%	Food & Beverage	33,505	27,266	123%	22,716	147%	110,318	175,973
5,089	6,130	83%	5,130	99%	Beer	10,223	11,004	93%	9,754	105%	47,048	76,023
3,204	3,714	86%	2,514	127%	Liquor	6,948	7,056	98%	5,706	122%	28,483	39,069
1,326	879	151%	279	475%	Wine	2,854	1,557	183%	857	333%	6,549	9,806
0	0	0%	0	0%	F&B Other	350	0	0%	0	0%	0	1,724
3,028	3,640	83%	3,090	98%	City Surcharge R & R	5,555	6,603	84%	5,903	94%	28,192	37,728
126,118	136,985	92%	114,031	111%	Total Revenues	227,281	240,468	95%	214,184	106%	1,096,834	1,506,234
COST OF GOODS SOLD												
4,640	3,496	133%	3,635	128%	COGS - Merchandise	8,259	7,464	111%	8,576	96%	33,711	48,958
9,084	6,069	150%	4,326	210%	COGS - Food & Beverage	17,914	10,907	164%	10,031	179%	44,127	83,033
1,973	2,268	87%	1,764	112%	COGS - Beer	3,980	4,071	98%	3,578	111%	17,408	27,738
358	817	44%	212	169%	COGS - Liquor	1,324	1,552	85%	761	174%	6,266	7,323
586	211	278%	66	894%	COGS - Wine	1,552	374	415%	283	548%	1,573	4,542
16,640	12,861	129%	10,002	166%	Total COGS	33,029	24,368	136%	23,229	142%	103,085	171,594
109,477	124,124	88%	104,029	105%	GROSS MARGIN	194,252	216,100	90%	190,955	102%	993,749	1,334,640
69.98%	69.01%	101.41%	77.07%	90.80%	COGS - Merchandise %	74.20%	68.47%	108.37%	81.28%	91.29%	69.91%	780.59%
50.07%	40.00%	125.17%	38.55%	129.88%	COGS - Food & Beverage %	53.47%	40.00%	133.66%	44.16%	121.08%	40.00%	572.51%
38.76%	37.00%	104.77%	34.38%	112.74%	COGS - Beer %	38.93%	37.00%	105.24%	36.69%	106.12%	37.00%	447.56%
11.16%	22.00%	50.74%	8.42%	132.59%	COGS - Liquor %	19.06%	22.00%	86.66%	13.34%	142.92%	22.00%	241.35%
44.20%	24.00%	184.14%	23.48%	188.28%	COGS - Wine %	54.37%	24.02%	226.35%	33.03%	164.60%	24.02%	555.29%
43.23%	36.17%	119.52%	33.26%	129.98%	COGS - All Food & Bev	46.27%	36.06%	128.34%	37.54%	123.26%	36.06%	495.48%
PAYROLL												
19,765	17,840	111%	17,596	112%	Gross Payroll - Salaried	37,100	35,480	105%	35,104	106%	212,105	207,244
3,590	3,750	96%	5,063	71%	Gross Kitchen Payroll - Salaried	6,923	7,500	92%	8,017	86%	45,000	38,501
19,232	19,888	97%	20,889	92%	Gross Payroll - Hourly	38,896	39,201	99%	39,203	99%	202,918	233,773
9,476	5,990	158%	4,901	193%	Gross Kitchen Payroll - Hourly	17,141	11,870	144%	11,397	150%	44,397	80,261
52,063	47,468	110%	48,449	107%	S/T Wages	100,060	94,051	106%	93,721	107%	504,420	559,779
3,768	3,631	104%	3,702	102%	Payroll Tax - FICA	7,848	7,196	109%	7,064	111%	38,612	43,378
1,296	2,733	47%	629	206%	Payroll Tax - UC	2,108	5,577	38%	1,100	192%	13,037	14,678
1,060	955	111%	1,025	103%	Payroll Tax - WC	2,086	1,893	110%	1,883	111%	10,520	12,102
4,650	6,935	67%	6,604	70%	Benefits	10,142	13,870	73%	13,306	76%	81,714	76,492
10,775	14,254	76%	11,960	90%	S/T Adders	22,185	28,536	78%	23,354	95%	143,883	146,650
62,838	61,722	102%	60,409	104%	TOTAL PAYROLL	122,245	122,587	100%	117,075	104%	648,303	706,429
OPERATING EXPENSES												
183	212	86%	212	86%	Bar Supplies	560	524	107%	524	107%	2,425	4,647
80	40	200%	40	202%	Cart Supplies	468	196	239%	196	239%	431	741

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,710	850	201%	850	201%	Course Accessories	2,214	1,323	167%	1,322	167%	2,696	4,779
0	35	0%	35	0%	Dining Room Supplies	92	121	76%	121	77%	1,494	1,715
1,408	209	674%	209	673%	Fertilizer	1,958	2,820	69%	2,820	69%	18,956	10,249
0	1,353	0%	1,353	0%	Fuel	1,531	2,864	53%	2,864	53%	14,831	12,330
0	0	0%	0	0%	Fungicides	0	0	0%	0	0%	2,495	2,155
172	0	0%	0	0%	Herbicides	1,159	1,552	75%	1,552	75%	9,202	12,274
439	359	122%	359	122%	Insecticides	2,013	1,784	113%	1,784	113%	12,006	12,546
(17)	402	-4%	402	-4%	Janitorial Supplies	980	1,490	66%	1,490	66%	5,660	6,911
689	74	932%	74	932%	Kitchen Supplies	2,495	298	837%	298	837%	2,098	5,775
771	375	206%	375	205%	Laundry/Linens	1,398	594	235%	595	235%	3,440	6,661
1,863	115	1620%	115	1618%	Laundry/Uniforms	2,038	617	330%	617	330%	2,868	3,838
443	382	116%	382	116%	Office Supplies	962	559	172%	559	172%	3,300	4,691
3,675	0	0%	0	0%	Range Balls	3,675	3,970	93%	2,970	124%	3,970	3,675
125	347	36%	347	36%	Range Expenses	125	411	30%	411	30%	411	920
144	0	0%	0	0%	Sand/Topdress	755	0	0%	0	0%	3,666	3,234
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
0	0	0%	0	0%	Small Tools	67	0	0%	0	0%	46	125
283	0	0%	0	0%	Staff/Volunteer Uniforms	283	0	0%	0	0%	445	461
1,761	0	0%	0	0%	Supplies	1,761	385	457%	385	457%	2,800	4,501
0	0	0%	0	0%	Tournament Expense	50	120	42%	120	42%	595	743
91	91	99%	91	100%	Alarm System	181	410	44%	409	44%	1,241	1,725
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	0	890
18	226	8%	226	8%	Cart Repairs	38	226	17%	226	17%	226	2,700
259	235	110%	235	110%	Computer Service	517	470	110%	470	110%	2,820	3,032
549	549	100%	549	100%	Contract Cleaning	1,098	1,098	100%	1,098	100%	5,338	6,588
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
446	686	65%	686	65%	Irrigation	1,253	820	153%	820	153%	5,231	5,138
146	84	174%	84	174%	Lesson Expense	146	135	108%	135	108%	525	1,040
115	0	0%	0	0%	Pest Control	230	0	0%	0	0%	1,140	1,820
2,866	2,218	129%	2,218	129%	Repair & Maint - Equipment	5,439	5,512	99%	5,511	99%	22,282	25,066
169	1,090	15%	1,090	15%	Repair & Maint - Building	228	1,840	12%	1,840	12%	6,432	5,171
6,032	6,032	100%	6,287	96%	Cart Lease	12,064	12,064	100%	12,574	96%	72,384	71,876
4,620	4,620	100%	5,056	91%	Equipment Lease	9,240	9,240	100%	10,112	91%	55,098	62,540
157	157	100%	324	48%	Off-Site Storage	314	314	100%	324	97%	1,884	1,747
1,209	989	122%	989	122%	Utilities - Electric	2,942	1,890	156%	1,889	156%	8,940	14,170
1,363	656	208%	656	208%	Utilities - Gas	1,704	1,861	92%	1,861	92%	5,445	10,191
3,698	4,242	87%	4,242	87%	Utilities - Other	6,799	7,303	93%	7,302	93%	36,784	40,622
242	254	95%	254	95%	Utilities - Telephone/Fax	484	505	96%	505	96%	2,847	2,577
196	234	84%	234	84%	Utilities - Water	376	441	85%	442	85%	2,532	2,233
1,536	1,206	127%	1,206	127%	Advertising & Promotion	4,494	2,319	194%	2,318	194%	33,050	21,166
17	224	8%	54	32%	Bank Charges	35	460	8%	120	29%	2,440	478
(349)	0	0%	261	-134%	Cash Short/(Over)	(43)	0	0%	298	-14%	0	(207)
175	150	117%	150	117%	Cell Phone	350	300	117%	300	117%	2,050	1,975
3,028	3,640	83%	3,090	98%	City Surcharge R & R	5,555	6,603	84%	5,903	94%	28,192	37,728
95	35	272%	35	272%	Copier/Photocopies	306	70	436%	70	436%	326	950
2,160	3,110	69%	3,110	69%	Credit Card Discounts	3,575	4,641	77%	4,641	77%	17,410	25,502
0	150	0%	150	0%	Dues & Subscriptions	150	150	100%	150	100%	610	666
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
0	325	0%	325	0%	Employee Relations	284	625	45%	624	45%	2,262	2,764
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	166	306
3,665	3,733	98%	3,481	105%	Insurance Expense	7,329	7,466	98%	6,961	105%	44,024	42,771
0	100	0%	100	0%	Member Relations	0	100	0%	100	0%	442	625
76	14	540%	14	537%	Messenger Service - Fedex	173	60	289%	60	290%	249	483
4,600	4,600	100%	4,600	100%	O/S - Accounting	6,200	6,200	100%	5,600	111%	13,800	13,800
80	0	0%	0	0%	O/S - Legal	80	150	53%	150	53%	150	160
0	0	0%	0	0%	O/S - Other	3,952	1,820	217%	1,820	217%	4,276	8,136
238	269	88%	269	89%	Payroll Processing Fee	484	523	92%	523	92%	2,722	3,157
39	50	78%	50	78%	Postage/Shipping	53	78	68%	78	68%	618	609

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(90)	0	0%	(60)	150%	83	767
497	349	142%	349	142%	Theft Loss	888	566	157%	567	157%	2,140	4,124
868	452	192%	452	192%	Travel - Other	1,655	1,225	135%	1,225	135%	9,888	8,951
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
52,599	45,523	116%	45,639	115%	TOTAL OPERATING EXPENSES	119,189	113,244	105%	111,724	107%	514,001	560,022
(5,960)	16,879	-35%	(2,019)	295%	EBITDA	(47,182)	(19,731)	239%	(37,845)	125%	(168,555)	68,189
7,370	7,370	100%	7,225	102%	Management Fee	14,739	14,740	100%	14,450	102%	88,440	86,989
7,370	7,370	100%	7,225	102%	Management Fees	14,739	14,740	100%	14,450	102%	88,440	86,989
154	154	100%	154	100%	Deprec - Office F,F&E	308	308	100%	308	100%	1,848	1,848
98	108	91%	98	100%	Deprec - Mach & Equip	195	215	91%	195	100%	1,291	1,171
283	283	100%	283	100%	Deprec - Buildings	567	567	100%	567	100%	3,401	3,401
535	545	98%	535	100%	S/T DEPR. & AMORT	1,070	1,090	98%	1,070	100%	6,540	6,420
(13,864)	8,964	-155%	(9,779)	142%	NET INCOME	(62,991)	(35,561)	177%	(53,364)	118%	(263,535)	(25,220)

The Golf Club at Cypress Head
Course & Grounds
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
50,235	55,902	90%	48,794	103%	Green Fees	86,719	94,654	92%	85,638	101%	460,517	595,370
3,028	3,640	83%	3,090	98%	City Surcharge R & R	5,555	6,603	84%	5,903	94%	28,192	37,728
53,264	59,542	89%	51,884	103%	Total Revenues	92,275	101,257	91%	91,540	101%	488,709	633,098
53,264	59,542	89%	51,884	103%	GROSS MARGIN	92,275	101,257	91%	91,540	101%	488,709	633,098
PAYROLL												
6,258	6,679	94%	6,484	97%	Gross Payroll - Salaried	10,190	13,358	76%	12,968	79%	80,148	72,566
13,022	11,461	114%	11,951	109%	Gross Payroll - Hourly	27,035	23,304	116%	23,676	114%	143,754	138,402
19,280	18,140	106%	18,435	105%	S/T Wages	37,225	36,662	102%	36,644	102%	223,902	210,968
1,326	1,388	96%	1,339	99%	Payroll Tax - FICA	2,828	2,805	101%	2,648	107%	17,129	15,373
276	1,103	25%	65	422%	Payroll Tax - UC	539	2,234	24%	156	346%	5,033	4,553
393	365	108%	476	83%	Payroll Tax - WC	768	737	104%	808	95%	4,685	4,429
1,959	3,191	61%	3,098	63%	Benefits	4,482	6,384	70%	6,265	72%	39,392	35,541
3,953	6,047	65%	4,978	79%	S/T Adders	8,617	12,160	71%	9,877	87%	66,239	59,896
23,233	24,187	96%	23,413	99%	TOTAL PAYROLL	45,842	48,822	94%	46,521	99%	290,141	270,864
OPERATING EXPENSES												
1,710	850	201%	850	201%	Course Accessories	2,214	1,323	167%	1,322	167%	2,696	4,779
1,408	209	674%	209	673%	Fertilizer	1,958	2,820	69%	2,820	69%	18,956	10,249
0	1,353	0%	1,353	0%	Fuel	1,531	2,864	53%	2,864	53%	14,831	12,330
0	0	0%	0	0%	Fungicides	0	0	0%	0	0%	2,495	2,155
172	0	0%	0	0%	Herbicides	1,159	1,552	75%	1,552	75%	9,202	12,274
439	359	122%	359	122%	Insecticides	2,013	1,784	113%	1,784	113%	12,006	12,546
144	0	0%	0	0%	Sand/Topdress	755	0	0%	0	0%	3,666	3,234
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
0	0	0%	0	0%	Small Tools	67	0	0%	0	0%	46	125
283	0	0%	0	0%	Staff/Volunteer Uniforms	283	0	0%	0	0%	445	461
446	686	65%	686	65%	Irrigation	1,253	820	153%	820	153%	5,231	5,138
1,542	2,042	75%	2,042	76%	Repair & Maint - Equipment	3,418	5,061	68%	5,060	68%	19,231	18,003
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	41	541
4,495	4,495	100%	4,931	91%	Equipment Lease	8,990	8,990	100%	9,862	91%	54,098	61,040
256	199	129%	199	129%	Utilities - Electric	1,170	432	271%	432	271%	2,406	3,300
1,700	2,349	72%	2,349	72%	Utilities - Other	2,705	3,292	82%	3,291	82%	19,969	15,557
92	104	88%	104	88%	Utilities - Telephone/Fax	184	205	90%	205	90%	1,151	863
196	234	84%	234	84%	Utilities - Water	376	441	85%	442	85%	2,532	2,233
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	166	306
0	0	0%	0	0%	O/S - Other	3,875	1,820	213%	1,820	213%	3,720	7,475
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
0	300	0%	300	0%	Travel - Other	300	600	50%	600	50%	3,600	3,300
12,882	13,180	98%	13,616	95%	TOTAL OPERATING EXPENSES	48,374	48,135	100%	49,005	99%	193,815	192,036
17,148	22,175	77%	14,856	115%	EBITDA	(1,941)	4,300	-45%	(3,986)	49%	4,753	170,198
17,148	22,175	77%	14,856	115%	NET INCOME	(1,941)	4,300	-45%	(3,986)	49%	4,753	170,198

The Golf Club at Cypress Head
Carts
For the Two Months Ending November 30, 2014

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							
36,206	42,913	84%	35,167	103%	Cart Fee	64,397	74,874	86%	66,956	96%	321,778	454,213
36,206	42,913	84%	35,167	103%	Total Revenues	64,397	74,874	86%	66,956	96%	321,778	454,213
36,206	42,913	84%	35,167	103%	GROSS MARGIN	64,397	74,874	86%	66,956	96%	321,778	454,213
					PAYROLL							
4,466	5,127	87%	5,626	79%	Gross Payroll - Hourly	8,363	9,187	91%	8,912	94%	35,844	56,243
4,466	5,127	87%	5,626	79%	S/T Wages	8,363	9,187	91%	8,912	94%	35,844	56,243
281	392	72%	463	61%	Payroll Tax - FICA	619	703	88%	708	87%	2,743	4,266
269	313	86%	252	107%	Payroll Tax - UC	458	561	82%	445	103%	2,189	2,832
73	103	71%	93	78%	Payroll Tax - WC	150	185	81%	158	95%	736	1,197
(17)	8	-210%	8	-208%	Benefits	(8)	13	-59%	15	-50%	52	73
605	816	74%	816	74%	S/T Adders	1,218	1,462	83%	1,326	92%	5,720	8,369
5,071	5,943	85%	6,442	79%	TOTAL PAYROLL	9,581	10,649	90%	10,238	94%	41,564	64,611
					OPERATING EXPENSES							
80	40	200%	40	202%	Cart Supplies	468	196	239%	196	239%	431	741
18	226	8%	226	8%	Cart Repairs	38	226	17%	226	17%	226	2,700
6,032	6,032	100%	6,287	96%	Cart Lease	12,064	12,064	100%	12,574	96%	72,384	71,876
952	790	121%	790	121%	Utilities - Electric	1,773	1,458	122%	1,457	122%	6,534	10,869
7,083	7,088	100%	7,343	96%	TOTAL OPERATING EXPENSES	14,343	13,944	103%	14,453	99%	79,575	86,186
24,052	29,882	80%	21,382	112%	EBITDA	40,474	50,281	80%	42,264	96%	200,639	303,415
24,052	29,882	80%	21,382	112%	NET INCOME	40,474	50,281	80%	42,264	96%	200,639	303,415

The Golf Club at Cypress Head
Range
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,941	3,130	62%	2,680	72%	REVENUES							
1,941	3,130	62%	2,680	72%	Range	4,885	5,677	86%	5,227	93%	38,615	34,945
1,941	3,130	62%	2,680	72%	Total Revenues	4,885	5,677	86%	5,227	93%	38,615	34,945
1,941	3,130	62%	2,680	72%	GROSS MARGIN	4,885	5,677	86%	5,227	93%	38,615	34,945
3,675	0	0%	0	0%	OPERATING EXPENSES							
125	347	36%	347	36%	Range Balls	3,675	3,970	93%	2,970	124%	3,970	3,675
13	0	0%	0	0%	Range Expenses	125	411	30%	411	30%	411	920
3,813	347	1099%	347	1097%	Repair & Maint - Equipment	13	0	0%	0	0%	580	1,046
(1,871)	2,783	-67%	2,332	-80%	TOTAL OPERATING EXPENSES	3,813	4,381	87%	3,381	113%	4,961	5,641
(1,871)	2,783	-67%	2,332	-80%	EBITDA	1,072	1,296	83%	1,846	58%	33,654	29,304
(1,871)	2,783	-67%	2,332	-80%	NET INCOME	1,072	1,296	83%	1,846	58%	33,654	29,304

The Golf Club at Cypress Head
F & B Cafe
For the Two Months Ending November 30, 2014

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												
18,142	15,172	120%	11,222	162%	Food & Beverage	33,505	27,266	123%	22,716	147%	110,318	175,973
5,089	6,130	83%	5,130	99%	Beer	10,223	11,004	93%	9,754	105%	47,048	76,023
3,204	3,714	86%	2,514	127%	Liquor	6,948	7,056	98%	5,706	122%	28,483	39,069
1,326	879	151%	279	475%	Wine	2,854	1,557	183%	857	333%	6,549	9,806
0	0	0%	0	0%	F&B Other	350	0	0%	0	0%	0	1,724
27,761	25,895	107%	19,145	145%	Total Revenues	53,880	46,883	115%	39,033	138%	192,398	302,595
COST OF GOODS SOLD												
9,084	6,069	150%	4,326	210%	COGS - Food & Beverage	17,914	10,907	164%	10,031	179%	44,127	83,033
1,973	2,268	87%	1,764	112%	COGS - Beer	3,980	4,071	98%	3,578	111%	17,408	27,738
358	817	44%	212	169%	COGS - Liquor	1,324	1,552	85%	761	174%	6,266	7,323
586	211	278%	66	894%	COGS - Wine	1,552	374	415%	283	548%	1,573	4,542
12,000	9,365	128%	6,367	188%	Total COGS	24,770	16,904	147%	14,653	169%	69,374	122,636
15,761	16,530	95%	12,778	123%	GROSS MARGIN	29,110	29,979	97%	24,380	119%	123,024	179,959
50.07%	40.00%	125.17%	38.55%	129.88%	COGS - Food & Beverage %	53.47%	40.00%	133.66%	44.16%	121.08%	40.00%	572.51%
38.76%	37.00%	104.77%	34.38%	112.74%	COGS - Beer %	38.93%	37.00%	105.24%	36.69%	106.12%	37.00%	447.56%
11.16%	22.00%	50.74%	8.42%	132.59%	COGS - Liquor %	19.06%	22.00%	86.66%	13.34%	142.92%	22.00%	241.35%
44.20%	24.00%	184.14%	23.48%	188.28%	COGS - Wine %	54.37%	24.02%	226.35%	33.03%	164.60%	24.02%	555.29%
43.23%	36.17%	119.52%	33.26%	129.98%	COGS - All Food & Bev	46.27%	36.06%	128.34%	37.54%	123.26%	36.06%	495.48%
PAYROLL												
3,590	3,750	96%	5,063	71%	Gross Kitchen Payroll - Salaried	6,923	7,500	92%	8,017	86%	45,000	38,501
9,476	5,990	158%	4,901	193%	Gross Kitchen Payroll - Hourly	17,141	11,870	144%	11,397	150%	44,397	80,261
13,066	9,740	134%	9,964	131%	S/T Wages	24,064	19,370	124%	19,414	124%	89,397	118,761
1,092	745	147%	866	126%	Payroll Tax - FICA	2,100	1,482	142%	1,643	128%	6,860	10,090
734	592	124%	305	241%	Payroll Tax - UC	1,085	1,180	92%	461	235%	3,047	4,750
282	196	144%	187	151%	Payroll Tax - WC	481	390	123%	377	127%	1,854	2,583
979	1,225	80%	725	135%	Benefits	1,400	2,451	57%	1,479	95%	13,163	12,386
3,086	2,758	112%	2,082	148%	S/T Adders	5,067	5,503	92%	3,960	128%	24,924	29,809
16,152	12,498	129%	12,046	134%	TOTAL PAYROLL	29,131	24,873	117%	23,375	125%	114,321	148,570
OPERATING EXPENSES												
183	212	86%	212	86%	Bar Supplies	560	524	107%	524	107%	2,425	4,647
0	35	0%	35	0%	Dining Room Supplies	92	121	76%	121	77%	1,494	1,715
689	74	932%	74	932%	Kitchen Supplies	2,495	298	837%	298	837%	2,098	5,775
771	375	206%	375	205%	Laundry/Linens	1,398	594	235%	595	235%	3,440	6,661
57	0	0%	0	0%	Office Supplies	57	0	0%	0	0%	97	77
1,073	176	610%	176	610%	Repair & Maint - Equipment	1,770	451	392%	451	393%	1,802	5,031
125	125	100%	125	100%	Equipment Lease	250	250	100%	250	100%	1,000	1,500
1,363	656	208%	656	208%	Utilities - Gas	1,704	1,861	92%	1,861	92%	5,445	10,191
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	923
497	349	142%	349	142%	Theft Loss	888	566	157%	567	157%	2,140	4,124
4,758	2,002	238%	2,003	238%	TOTAL OPERATING EXPENSES	9,213	4,665	197%	4,667	197%	19,941	40,644
(5,150)	2,030	-254%	(1,271)	405%	EBITDA	(9,233)	441	-2094%	(3,662)	252%	(11,238)	(9,255)

The Golf Club at Cypress Head
F & B Cafe
For the Two Months Ending November 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
<u>(5,150)</u>	<u>2,030</u>	<u>-254%</u>	<u>(1,271)</u>	<u>405%</u>	NET INCOME	<u>(9,233)</u>	<u>441</u>	<u>-2094%</u>	<u>(3,662)</u>	<u>252%</u>	<u>(11,238)</u>	<u>(9,255)</u>

The Golf Club at Cypress Head
Golf Shop
For the Two Months Ending November 30, 2014

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												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	193
20	40	50%	40	50%	Handicap Fee	40	80	50%	80	50%	4,747	4,694
125	246	51%	246	51%	Lessons	255	449	57%	449	57%	878	1,233
170	153	111%	153	111%	Rental Clubs	418	347	120%	347	120%	1,487	2,355
6,631	5,066	131%	4,716	141%	Retail	11,131	10,901	102%	10,552	105%	48,222	72,658
6,946	5,505	126%	5,155	135%	Total Revenues	11,844	11,777	101%	11,428	104%	55,334	81,134
COST OF GOODS SOLD												
4,640	3,496	133%	3,635	128%	COGS - Merchandise	8,259	7,464	111%	8,576	96%	33,711	48,958
4,640	3,496	133%	3,635	128%	Total COGS	8,259	7,464	111%	8,576	96%	33,711	48,958
2,305	2,009	115%	1,520	152%	GROSS MARGIN	3,585	4,313	83%	2,852	126%	21,623	32,176
69.98%	69.01%	101.41%	77.07%	90.80%	COGS - Merchandise %	74.20%	68.47%	108.37%	81.28%	91.29%	69.91%	780.59%
PAYROLL												
2,408	0	0%	0	0%	Gross Payroll - Salaried	4,250	0	0%	0	0%	0	4,250
1,744	3,300	53%	3,312	53%	Gross Payroll - Hourly	3,498	6,710	52%	6,616	53%	23,320	39,129
4,152	3,300	126%	3,312	125%	S/T Wages	7,748	6,710	115%	6,616	117%	23,320	43,379
251	252	100%	255	99%	Payroll Tax - FICA	545	513	106%	496	110%	1,784	3,386
18	202	9%	7	267%	Payroll Tax - UC	26	410	6%	37	69%	1,185	1,412
72	66	108%	60	120%	Payroll Tax - WC	209	135	155%	125	168%	479	999
371	350	106%	476	78%	Benefits	756	700	108%	953	79%	2,450	5,274
712	870	82%	798	89%	S/T Adders	1,536	1,758	87%	1,611	95%	5,898	11,071
4,864	4,170	117%	4,109	118%	TOTAL PAYROLL	9,284	8,468	110%	8,227	113%	29,218	54,450
OPERATING EXPENSES												
74	114	65%	114	65%	Office Supplies	74	114	65%	114	65%	185	141
1,761	0	0%	0	0%	Supplies	1,761	385	457%	385	457%	2,800	4,501
0	0	0%	0	0%	Tournament Expense	50	120	42%	120	42%	595	743
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
146	84	174%	84	174%	Lesson Expense	146	135	108%	135	108%	525	1,040
1,981	198	1000%	198	1003%	TOTAL OPERATING EXPENSES	2,031	754	269%	754	269%	8,797	11,212
(4,539)	(2,359)	192%	(2,787)	163%	EBITDA	(7,730)	(4,909)	157%	(6,129)	126%	(16,392)	(33,486)
(4,539)	(2,359)	192%	(2,787)	163%	NET INCOME	(7,730)	(4,909)	157%	(6,129)	126%	(16,392)	(33,486)

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 2014

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												
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	250
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	250
PAYROLL												
7,751	7,751	100%	7,866	99%	Gross Payroll - Salaried	15,502	15,502	100%	15,733	99%	93,012	90,920
7,751	7,751	100%	7,866	99%	S/T Wages	15,502	15,502	100%	15,733	99%	93,012	90,920
583	593	98%	537	109%	Payroll Tax - FICA	1,239	1,186	104%	1,090	114%	7,116	7,300
0	315	0%	0	0%	Payroll Tax - UC	0	788	0%	0	0%	966	742
177	156	113%	148	119%	Payroll Tax - WC	351	312	113%	295	119%	1,949	2,077
1,041	1,811	57%	1,939	54%	Benefits	2,783	3,622	77%	3,878	72%	22,332	18,804
1,800	2,875	63%	2,624	69%	S/T Adders	4,373	5,908	74%	5,263	83%	32,363	28,923
9,551	10,626	90%	10,490	91%	TOTAL PAYROLL	19,875	21,410	93%	20,996	95%	125,375	119,843
OPERATING EXPENSES												
(17)	402	-4%	402	-4%	Janitorial Supplies	980	1,490	66%	1,490	66%	5,660	6,911
1,863	115	1620%	115	1618%	Laundry/Uniforms	2,038	617	330%	617	330%	2,868	3,838
313	268	117%	268	117%	Office Supplies	832	445	187%	445	187%	3,018	4,474
91	91	99%	91	100%	Alarm System	181	410	44%	409	44%	1,241	1,725
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	0	890
259	235	110%	235	110%	Computer Service	517	470	110%	470	110%	2,820	3,032
549	549	100%	549	100%	Contract Cleaning	1,098	1,098	100%	1,098	100%	5,338	6,588
115	0	0%	0	0%	Pest Control	230	0	0%	0	0%	1,140	1,820
239	0	0%	0	0%	Repair & Maint - Equipment	239	0	0%	0	0%	669	986
169	1,090	15%	1,090	15%	Repair & Maint - Building	228	1,840	12%	1,840	12%	6,391	4,630
157	157	100%	324	48%	Off-Site Storage	314	314	100%	324	97%	1,884	1,747
1,999	1,893	106%	1,893	106%	Utilities - Other	4,093	4,011	102%	4,011	102%	16,815	25,065
150	150	100%	150	100%	Utilities - Telephone/Fax	300	300	100%	300	100%	1,696	1,714
17	224	8%	54	32%	Bank Charges	35	460	8%	120	29%	2,440	478
(349)	0	0%	261	-134%	Cash Short/(Over)	(43)	0	0%	298	-14%	0	(207)
175	150	117%	150	117%	Cell Phone	350	300	117%	300	117%	2,050	1,975
3,028	3,640	83%	3,090	98%	City Surcharge R & R	5,555	6,603	84%	5,903	94%	28,192	37,728
95	35	272%	35	272%	Copier/Photocopies	306	70	436%	70	436%	326	950
2,160	3,110	69%	3,110	69%	Credit Card Discounts	3,575	4,641	77%	4,641	77%	17,410	25,502
0	150	0%	150	0%	Dues & Subscriptions	150	150	100%	150	100%	610	666
0	325	0%	325	0%	Employee Relations	284	625	45%	624	45%	2,262	2,764
3,665	3,733	98%	3,481	105%	Insurance Expense	7,329	7,466	98%	6,961	105%	44,024	42,771
0	100	0%	100	0%	Member Relations	0	100	0%	100	0%	442	625
76	14	540%	14	537%	Messenger Service - Fedex	173	60	289%	60	290%	249	483
4,600	4,600	100%	4,600	100%	O/S - Accounting	6,200	6,200	100%	5,600	111%	13,800	13,800
80	0	0%	0	0%	O/S - Legal	80	150	53%	150	53%	150	160
0	0	0%	0	0%	O/S - Other	77	0	0%	0	0%	556	661
238	269	88%	269	89%	Payroll Processing Fee	484	523	92%	523	92%	2,722	3,157
39	50	78%	50	78%	Postage/Shipping	53	78	68%	78	68%	618	609
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(90)	0	0%	(60)	150%	83	(156)
868	152	571%	152	571%	Travel - Other	1,355	625	217%	625	217%	6,288	5,651
20,547	21,502	96%	20,927	98%	TOTAL OPERATING EXPENSES	36,922	39,046	95%	37,146	99%	171,762	201,038

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(30,098)	(32,128)	94%	(31,417)	96%	EBITDA	(56,797)	(60,456)	94%	(58,142)	98%	(297,137)	(320,631)
7,370	7,370	100%	7,225	102%	Management Fee	14,739	14,740	100%	14,450	102%	88,440	86,989
7,370	7,370	100%	7,225	102%	Management Fees	14,739	14,740	100%	14,450	102%	88,440	86,989
154	154	100%	154	100%	Deprec - Office F,F&E	308	308	100%	308	100%	1,848	1,848
98	108	91%	98	100%	Deprec - Mach & Equip	195	215	91%	195	100%	1,291	1,171
283	283	100%	283	100%	Deprec - Buildings	567	567	100%	567	100%	3,401	3,401
535	545	98%	535	100%	S/T DEPR. & AMORT	1,070	1,090	98%	1,070	100%	6,540	6,420
(38,003)	(40,043)	95%	(39,177)	97%	NET INCOME	(72,606)	(76,286)	95%	(73,662)	99%	(392,117)	(414,040)

The Golf Club at Cypress Head
Marketing
For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,348	3,410	98%	3,246	103%	Gross Payroll - Salaried	7,158	6,620	108%	6,403	112%	38,945	39,508
3,348	3,410	98%	3,246	103%	S/T Wages	7,158	6,620	108%	6,403	112%	38,945	39,508
236	261	90%	243	97%	Payroll Tax - FICA	518	507	102%	479	108%	2,980	2,962
0	208	0%	0	0%	Payroll Tax - UC	0	404	0%	0	0%	617	389
64	69	93%	62	103%	Payroll Tax - WC	126	134	94%	121	105%	817	817
318	350	91%	358	89%	Benefits	729	700	104%	716	102%	4,325	4,413
618	888	70%	663	93%	S/T Adders	1,374	1,745	79%	1,315	104%	8,739	8,582
3,966	4,298	92%	3,908	101%	TOTAL PAYROLL	8,532	8,365	102%	7,718	111%	47,684	48,090
					OPERATING EXPENSES							
1,536	1,206	127%	1,206	127%	Advertising & Promotion	4,494	2,319	194%	2,318	194%	33,050	21,166
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
1,536	1,206	127%	1,206	127%	TOTAL OPERATING EXPENSES	4,494	2,319	194%	2,318	194%	35,150	23,266
(5,501)	(5,504)	100%	(5,114)	108%	EBITDA	(13,026)	(10,684)	122%	(10,036)	130%	(82,834)	(71,356)
(5,501)	(5,504)	100%	(5,114)	108%	NET INCOME	(13,026)	(10,684)	122%	(10,036)	130%	(82,834)	(71,356)

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
REVENUES												
86,442	98,815	87%	83,961	103%	Green Fees & Cart Fees	151,117	169,528	89%	152,594	99%	782,295	1,049,582
6,631	5,066	131%	4,716	141%	Merchandise	11,131	10,901	102%	10,552	105%	48,222	72,851
315	439	72%	439	72%	Other Pro Shop	713	876	81%	876	81%	7,112	8,282
1,941	3,130	62%	2,680	72%	Range	4,885	5,677	86%	5,227	93%	38,615	34,945
27,761	25,895	107%	19,145	145%	Food and Beverage	53,880	46,883	115%	39,033	138%	192,398	302,595
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	250
3,028	3,640	83%	3,090	98%	Other Operating Revenues	5,555	6,603	84%	5,903	94%	28,192	37,728
126,118	136,985	92%	114,031	111%	TOTAL REVENUE	227,281	240,468	95%	214,184	106%	1,096,834	1,506,234
COST OF SALES												
4,640	3,496	133%	3,635	128%	Merchandise	8,259	7,464	111%	8,576	96%	33,711	48,958
12,000	9,365	128%	6,367	188%	Food & Beverage	24,770	16,904	147%	14,653	169%	69,374	122,636
16,640	12,861	129%	10,002	166%	TOTAL COGS	33,029	24,368	136%	23,229	142%	103,085	171,594
70.0%	69.0%	101.4%	77.1%	90.8%	COGS - Merchandise %	74.2%	68.5%	108.4%	81.3%	91.3%	69.9%	780.6%
43.2%	36.2%	119.5%	33.3%	130.0%	COGS - Food %	46.3%	36.1%	128.3%	37.5%	123.3%	36.1%	495.5%
PAYROLL												
23,233	24,187	96%	23,413	99%	Course and Grounds	45,842	48,822	94%	46,521	99%	290,141	270,864
5,071	5,943	85%	6,442	79%	Carts, Range, Starters, Etc.	9,581	10,649	90%	10,238	94%	41,564	64,611
4,864	4,170	117%	4,109	118%	Pro Shop	9,284	8,468	110%	8,227	113%	29,218	54,450
16,152	12,498	129%	12,046	134%	Food and Beverage	29,131	24,873	117%	23,375	125%	114,321	148,570
9,551	10,626	90%	10,490	91%	General and Administrative	19,875	21,410	93%	20,996	95%	125,375	119,843
3,966	4,298	92%	3,908	101%	Marketing	8,532	8,365	102%	7,718	111%	47,684	48,090
62,838	61,722	102%	60,409	104%	TOTAL PAYROLL	122,245	122,587	100%	117,075	104%	648,303	706,429
OPERATING EXPENSES												
12,882	13,180	98%	13,616	95%	Course and Grounds	48,374	48,135	100%	49,005	99%	193,815	192,036
10,895	7,435	147%	7,690	142%	Carts, Range, Starters, Etc.	18,155	18,325	99%	17,835	102%	84,536	91,827
1,981	198	1000%	198	1003%	Pro Shop	2,031	754	269%	754	269%	8,797	11,212
4,758	2,002	238%	2,003	238%	Food and Beverage	9,213	4,665	197%	4,667	197%	19,941	40,644
20,547	21,502	96%	20,927	98%	General and Administrative	36,922	39,046	95%	37,146	99%	171,762	201,038
1,536	1,206	127%	1,206	127%	Marketing	4,494	2,319	194%	2,318	194%	35,150	23,266
52,599	45,523	116%	45,639	115%	TOTAL OPERATING EXPENSES	119,189	113,244	105%	111,724	107%	514,001	560,022
132,078	120,106	110%	116,051	114%	TOTAL EXPENSES	274,463	260,199	105%	252,028	109%	1,265,389	1,438,045
(5,960)	16,879	-35%	(2,019)	295%	EBITDA	(47,182)	(19,731)	239%	(37,845)	125%	(168,555)	68,189

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(5,960)	16,879	-35%	(2,019)	295%	EBITDA	(47,182)	(19,731)	239%	(37,845)	125%	(168,555)	68,189
(7,370)	(7,370)	100%	(7,225)	102%	MANAGEMENT FEES	(14,739)	(14,740)	100%	(14,450)	102%	(88,440)	(86,989)
					OTHER INCOME (EXPENSE)							
(535)	(545)	98%	(535)	100%	Depreciation & Amortization	(1,070)	(1,090)	98%	(1,070)	100%	(6,540)	(6,420)
(535)	(545)	98%	(535)	100%	TOTAL OTHER INCOME (EXPENSE)	(1,070)	(1,090)	98%	(1,070)	100%	(6,540)	(6,420)
(13,864)	8,964	-155%	(9,779)	142%	NET INCOME	(62,991)	(35,561)	177%	(53,364)	118%	(263,535)	(25,220)
3,188	3,316	96%	2,937	109%	Paid Rounds	6,050	6,063	100%	5,657	107%	27,380	39,950
370	435	85%	436	85%	Annual Pass Rounds	772	816	95%	863	89%	3,233	4,811
197	258	76%	246	80%	Other Rounds	434	479	91%	470	92%	2,007	3,174
3,755	4,009	94%	3,619	104%	Total Rounds	7,256	7,358	99%	6,990	104%	32,620	47,935
40	41	96%	39	102%	Revenue/Paid Rounds	38	40	95%	38	99%	40	450
34	34	98%	32	107%	Revenue/Total Rounds	31	33	96%	31	102%	34	374

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2014

	<u>11/30/14</u>	<u>09/30/14</u>	<u>11/30/13</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	32,794	74,353	65,493
Cash - Manual Checks	750	500	500
Cash - Housebank & Other	<u>(22,826)</u>	<u>(174)</u>	<u>(370)</u>
Total Cash	<u>10,717</u>	<u>74,679</u>	<u>65,623</u>
Accounts Receivable			
A/R Member	<u>6,291</u>	<u>43,719</u>	<u>1,683</u>
Total Accounts Receivable	<u>6,291</u>	<u>43,719</u>	<u>1,683</u>
Other Current Assets			
Inventory - Merchandise	39,817	44,295	49,904
Inventory - Food & Beverage	11,446	11,720	10,277
Prepaid Insurance	10,880	16,276	8,490
Prepaid Exp - Other	<u>14,182</u>	<u>10,280</u>	<u>7,642</u>
Total Other Current Assets	<u>76,325</u>	<u>82,570</u>	<u>76,313</u>
TOTAL CURRENT ASSETS	<u>93,334</u>	<u>200,969</u>	<u>143,620</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	64,835	64,835	64,835
Furniture and Fixtures	26,625	26,625	26,625
Machinery & Equipment	<u>17,712</u>	<u>17,712</u>	<u>17,712</u>
Property Plant and Equipment	109,171	109,171	109,171
Accumulated Depreciation	<u>(81,051)</u>	<u>(79,981)</u>	<u>(74,631)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>28,120</u>	<u>29,190</u>	<u>34,540</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>126,454</u></u>	<u><u>235,159</u></u>	<u><u>183,160</u></u>

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2014

	<u>11/30/14</u>	<u>09/30/14</u>	<u>11/30/13</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	19,799	21,353	41,972
Accts Pay - Other	56,014	41,953	(46,177)
Accrued Expenses	0	(1,610)	0
Accrued Payroll	8,036	21,122	32,533
Accrued Taxes	0	9,081	9,479
Accrued Interest	0	2,138	0
Deferred Revenue	121,190	156,716	198,718
TOTAL CURRENT LIABILITIES	<u>205,040</u>	<u>250,754</u>	<u>236,525</u>
 TOTAL LIABILITIES	 <u>205,040</u>	 <u>250,754</u>	 <u>236,525</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(78,586)</u>	<u>(15,595)</u>	<u>(53,366)</u>
Net Retained Earnings	<u>(78,586)</u>	<u>(15,595)</u>	<u>(53,366)</u>
Stockholders Equity	<u>(78,586)</u>	<u>(15,595)</u>	<u>(53,366)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(78,586)</u>	<u>(15,595)</u>	<u>(53,366)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>126,454</u>	 <u>235,159</u>	 <u>183,160</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2014

	<u>PYMTD</u> <u>Actual</u>	<u>AUDITED PYFY</u> <u>Actual</u>	<u>Percent</u>	<u>MTD</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Percent</u>
REVENUES						
Green Fees & Cart Fees	83,961	1,051,059	8%	86,442	782,295	11%
Merchandise	4,716	72,272	7%	6,631	48,222	14%
Other Pro Shop	439	8,445	5%	315	7,112	4%
Range	2,680	35,287	8%	1,941	38,615	5%
Food and Beverage	19,145	287,748	7%	27,761	192,398	14%
Membership Initiation Fees	0	250	0%	0	0	0%
Other Operating Revenues	3,090	38,076	8%	3,028	28,192	11%
TOTAL REVENUE	114,031	1,493,137	8%	126,118	1,096,834	11%
COST OF SALES						
Merchandise	3,635	49,275	7%	4,640	33,711	14%
Food & Beverage	6,367	112,519	6%	12,000	69,374	17%
TOTAL COGS	10,002	161,794	6%	16,640	103,085	16%
 COGS - Merchandise %	 77.1%	 68.2%	 113.0%	 70.0%	 69.9%	 100.1%
COGS - Food %	33.3%	39.3%	84.6%	43.2%	36.1%	119.9%
PAYROLL						
Course and Grounds	23,413	271,543	9%	23,233	290,141	8%
Carts, Range, Starters, Etc.	6,442	65,268	10%	5,071	41,564	12%
Pro Shop	4,109	53,393	8%	4,864	29,218	17%
Food and Beverage	12,046	142,814	8%	16,152	114,321	14%
General and Administrative	10,490	120,964	9%	9,551	125,375	8%
Marketing	3,908	47,276	8%	3,966	47,684	8%
TOTAL PAYROLL	60,409	701,259	9%	62,838	648,303	10%
OPERATING EXPENSES						
Course and Grounds	13,616	192,667	7%	12,882	193,815	7%
Carts, Range, Starters, Etc.	7,690	91,506	8%	10,895	84,536	13%
Pro Shop	198	9,935	2%	1,981	8,797	23%
Food and Beverage	2,003	36,098	6%	4,758	19,941	24%
General and Administrative	20,927	201,262	10%	20,547	171,762	12%
Marketing	1,206	21,090	6%	1,536	35,150	4%
TOTAL OPERATING EXPENSES	45,639	552,558	8%	52,599	514,001	10%
 TOTAL EXPENSES	 116,051	 1,415,611	 8%	 132,078	 1,265,389	 10%
 EBITDA	 (2,019)	 77,526	 -3%	 (5,960)	 (168,555)	 4%

The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2014

<u>PYMTD</u>	<u>AUDITED PYFY</u>		<u>MTD</u>	<u>Annual</u>	
<u>Actual</u>	<u>Actual</u>	<u>Percent</u>	<u>Actual</u>	<u>Budget</u>	<u>Percent</u>

**The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2014**

	<u>PYMTD</u> <u>Actual</u>	<u>AUDITED PYFY</u> <u>Actual</u>	<u>Percent</u>	<u>MTD</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Percent</u>
EBITDA	<u>(2,019)</u>	<u>77,526</u>	<u>-3%</u>	<u>(5,960)</u>	<u>(168,555)</u>	<u>4%</u>
MANAGEMENT FEES	<u>(7,225)</u>	<u>(86,700)</u>	<u>8%</u>	<u>(7,370)</u>	<u>(88,440)</u>	<u>8%</u>
OTHER INCOME (EXPENSE)						
Depreciation & Amortization	<u>(535)</u>	<u>(6,420)</u>	<u>8%</u>	<u>(535)</u>	<u>(6,540)</u>	<u>8%</u>
TOTAL OTHER INCOME (EXPENSE)	<u>(535)</u>	<u>(6,420)</u>	<u>8%</u>	<u>(535)</u>	<u>(6,540)</u>	<u>8%</u>
NET INCOME	<u><u>(9,779)</u></u>	<u><u>(15,594)</u></u>	<u><u>63%</u></u>	<u><u>(13,864)</u></u>	<u><u>(263,535)</u></u>	<u><u>5%</u></u>
Paid Rounds	2,937	246,425	1%	3,188	27,380	12%
Annual Pass Rounds	436	45,077	1%	370	3,233	11%
Other Rounds	246	22,497	1%	197	2,007	10%
Total Rounds	3,619	313,999	1%	3,755	32,620	12%
Revenue/Paid Rounds	39	6	641%	40	40	99%
Revenue/Total Rounds	32	5	663%	34	34	100%

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 11/1/2014

Account: First

Sorted By:

Include:

Print Currency In:

Account Posting

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$90,669.81	\$124,460.16	\$182,336.15	(\$57,875.99)	\$32,793.82
	10100-5950-900	Cash - Course Other	\$500.00	\$250.00	\$0.00	\$250.00	\$750.00
	10120-5950-900	Cash - New Payroll	(\$422.84)	\$52,506.20	\$75,009.70	(\$22,503.50)	(\$22,926.34)
	10180-5950-900	Cash - Pro Shop Bank	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
	10200-5950-900	Cash - F&B Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$6,434.16	\$17,876.72	\$18,019.88	(\$143.16)	\$6,291.00
	12000-5950-900	Inventory - Merchandise	\$40,757.61	\$3,746.21	\$4,686.44	(\$940.23)	\$39,817.38
	12180-5950-900	Inventory - Food	\$6,218.78	\$7,761.45	\$8,721.49	(\$960.04)	\$5,258.74
	12200-5950-900	Inventory - Beverage	\$1,528.10	\$669.43	\$916.59	(\$247.16)	\$1,280.94
	12220-5950-900	Inventory - Beer	\$1,003.76	\$1,992.10	\$1,972.68	\$19.42	\$1,023.18
	12240-5950-900	Inventory - Liquor	\$3,203.81	\$179.46	\$357.64	(\$178.18)	\$3,025.63
	12260-5950-900	Inventory - Wine	\$671.97	\$771.47	\$586.14	\$185.33	\$857.30
	13020-5950-900	Prepaid Insurance	\$12,610.97	\$1,934.05	\$3,664.62	(\$1,730.57)	\$10,880.40
	13040-5950-900	Prepaid Exp - Other	\$2,461.18	\$18,369.51	\$6,649.05	\$11,720.46	\$14,181.64
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$28,043.33)	\$0.00	\$153.97	(\$153.97)	(\$28,197.30)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$13,065.12)	\$0.00	\$97.55	(\$97.55)	(\$13,162.67)
	22080-5950-900	Accum. Deprec - Buildings	(\$39,407.33)	\$0.00	\$283.45	(\$283.45)	(\$39,690.78)
	30000-5950-900	Accts Pay - Trade	(\$40,642.94)	\$107,917.08	\$87,073.27	\$20,843.81	(\$19,799.13)
	30040-5950-900	Accts Pay - Other	(\$53,978.19)	\$12,647.05	\$14,682.79	(\$2,035.74)	(\$56,013.93)
	31000-5950-900	Accrued Expenses	(\$2,189.99)	\$2,189.99	\$0.00	\$2,189.99	\$0.00
	31020-5950-900	Accrued Payroll	(\$28,329.23)	\$19,811.06	\$0.00	\$19,811.06	(\$8,518.17)
	31080-5950-900	Accrued Tips Payable	(\$1,054.98)	\$2,427.73	\$1,372.75	\$1,054.98	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$3.05)	\$7,183.43	\$7,180.38	\$3.05	\$0.00
	31300-5950-900	Accrued Lesson Reserve	(\$60.00)	\$60.00	\$0.00	\$60.00	\$0.00
	31400-5950-900	Accrued City Surcharge	(\$2,527.19)	\$5,555.40	\$3,028.21	\$2,527.19	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,647.27)	\$639.26	\$551.81	\$87.45	(\$1,559.82)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,400.00)	\$10,830.50	\$10,430.50	\$400.00	(\$1,000.00)
	32040-5950-900	Deferred Rev - Annual Passes	(\$37,000.56)	\$6,166.76	\$0.00	\$6,166.76	(\$30,833.80)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$0.00	\$0.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,383.49)	\$1,163.01	\$1,744.76	(\$581.75)	(\$15,965.24)
	32100-5950-900	Deferred Rev - Credit Books	(\$24,185.15)	\$1,959.28	\$1,566.53	\$392.75	(\$23,792.40)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$50,923.07)	\$8,487.34	\$0.00	\$8,487.34	(\$42,435.73)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,113.96)	\$185.66	\$0.00	\$185.66	(\$928.30)
	49020-5950-900	Retained Earnings - Current	\$15,594.83	\$0.00	\$0.00	\$0.00	\$15,594.83
	50000-5950-100	Green Fees - Annual Pass	(\$6,352.42)	\$0.00	\$6,352.42	(\$6,352.42)	(\$12,704.84)
	50040-5950-100	Green Fees - Member	(\$27,604.13)	\$0.00	\$40,854.86	(\$40,854.86)	(\$68,458.99)
	50070-5950-100	Green Fees - (surcharge)	(\$2,527.19)	\$3,028.21	\$6,056.42	(\$3,028.21)	(\$5,555.40)
	50500-5950-200	Cart Fee 18	(\$19,704.00)	\$0.00	\$27,718.73	(\$27,718.73)	(\$47,422.73)
	50520-5950-200	Cart Fee - Annual Trail	(\$8,487.34)	\$0.00	\$8,487.34	(\$8,487.34)	(\$16,974.68)
	52090-5950-600	Handicap Fee	(\$20.00)	\$0.00	\$20.00	(\$20.00)	(\$40.00)
	52150-5950-600	Lessons	(\$130.00)	\$0.00	\$125.00	(\$125.00)	(\$255.00)
	52280-5950-600	Rental Clubs	(\$247.95)	\$0.00	\$170.01	(\$170.01)	(\$417.96)
	52310-5950-600	Retail	(\$4,500.16)	\$0.00	\$6,630.63	(\$6,630.63)	(\$11,130.79)
	53050-5950-220	Range Pass Revenue	(\$2,943.53)	\$0.00	\$1,941.40	(\$1,941.40)	(\$4,884.93)
	54000-5950-540	Food	(\$13,576.55)	\$0.00	\$16,355.11	(\$16,355.11)	(\$29,931.66)
	54030-5950-540	Beverage	(\$1,787.06)	\$0.00	\$1,786.46	(\$1,786.46)	(\$3,573.52)
	54060-5950-540	Beer	(\$5,134.23)	\$0.00	\$5,089.20	(\$5,089.20)	(\$10,223.43)
	54090-5950-540	Liquor	(\$3,743.30)	\$0.00	\$3,204.29	(\$3,204.29)	(\$6,947.59)
	54120-5950-540	Wine	(\$1,528.13)	\$0.00	\$1,326.08	(\$1,326.08)	(\$2,854.21)
	54220-5950-540	F&B Other Income	(\$350.00)	\$0.00	\$0.00	\$0.00	(\$350.00)
	56120-5950-100	City Surcharge R & R	(\$2,527.19)	\$0.00	\$3,028.21	(\$3,028.21)	(\$5,555.40)
	60000-5950-600	COGS - Merchandise - Accessories	\$3,618.69	\$4,640.36	\$0.00	\$4,640.36	\$8,259.05
	61000-5950-540	COGS - Food	\$7,861.68	\$8,167.08	\$0.00	\$8,167.08	\$16,028.76

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61010-5950-540	COGS - Beverage	\$968.47	\$916.59	\$0.00	\$916.59	\$1,885.06
	61020-5950-540	COGS - Beer	\$2,007.64	\$1,972.68	\$0.00	\$1,972.68	\$3,980.32
	61030-5950-540	COGS - Liquor	\$966.67	\$357.64	\$0.00	\$357.64	\$1,324.31
	61040-5950-540	COGS - Wine	\$965.73	\$586.14	\$0.00	\$586.14	\$1,551.87
	70000-5950-100	Gross Payroll - Salaried	\$3,932.14	\$9,903.74	\$3,645.66	\$6,258.08	\$10,190.22
	70000-5950-600	Gross Payroll - Salaried	\$1,842.00	\$2,550.00	\$142.00	\$2,408.00	\$4,250.00
	70000-5950-900	Gross Payroll - Salaried	\$7,750.98	\$13,039.71	\$4,806.67	\$8,233.04	\$15,984.02
	70000-5950-950	Gross Payroll - Salaried	\$3,809.83	\$4,558.75	\$1,210.56	\$3,348.19	\$7,158.02
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$3,332.69	\$4,615.38	\$1,025.00	\$3,590.38	\$6,923.07
	70010-5950-100	Gross Payroll - Hourly	\$14,013.23	\$18,255.09	\$5,233.14	\$13,021.95	\$27,035.18
	70010-5950-200	Gross Payroll - Hourly	\$3,897.09	\$5,522.25	\$1,056.22	\$4,466.03	\$8,363.12
	70010-5950-600	Gross Payroll - Hourly	\$1,753.96	\$2,629.49	\$885.54	\$1,743.95	\$3,497.91
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$7,664.93	\$12,475.62	\$3,000.00	\$9,475.62	\$17,140.55
	71000-5950-100	Payroll Tax - FICA	\$1,501.63	\$1,982.53	\$656.49	\$1,326.04	\$2,827.67
	71000-5950-200	Payroll Tax - FICA	\$337.70	\$421.35	\$140.50	\$280.85	\$618.55
	71000-5950-540	Payroll Tax - FICA	\$1,008.55	\$1,465.90	\$374.25	\$1,091.65	\$2,100.20
	71000-5950-600	Payroll Tax - FICA	\$294.04	\$375.52	\$124.33	\$251.19	\$545.23
	71000-5950-900	Payroll Tax - FICA	\$656.19	\$880.70	\$298.05	\$582.65	\$1,238.84
	71000-5950-950	Payroll Tax - FICA	\$282.09	\$332.58	\$96.84	\$235.74	\$517.83
	71010-5950-100	Payroll Tax - UC	\$263.13	\$276.07	\$0.00	\$276.07	\$539.20
	71010-5950-200	Payroll Tax - UC	\$188.97	\$268.55	\$0.00	\$268.55	\$457.52
	71010-5950-540	Payroll Tax - UC	\$351.37	\$733.89	\$0.00	\$733.89	\$1,085.26
	71010-5950-600	Payroll Tax - UC	\$7.87	\$17.76	\$0.00	\$17.76	\$25.63
	71020-5950-100	Payroll Tax - WC	\$375.83	\$392.57	\$0.00	\$392.57	\$768.40
	71020-5950-200	Payroll Tax - WC	\$77.09	\$72.68	\$0.00	\$72.68	\$149.77
	71020-5950-540	Payroll Tax - WC	\$199.07	\$282.03	\$0.00	\$282.03	\$481.10
	71020-5950-600	Payroll Tax - WC	\$137.69	\$71.58	\$0.00	\$71.58	\$209.27
	71020-5950-900	Payroll Tax - WC	\$174.41	\$176.73	\$0.00	\$176.73	\$351.14
	71020-5950-950	Payroll Tax - WC	\$62.19	\$64.25	\$0.00	\$64.25	\$126.44
	71030-5950-100	Benefits	\$2,523.03	\$5,588.43	\$3,629.79	\$1,958.64	\$4,481.67
	71030-5950-200	Benefits	\$9.09	\$47.40	\$64.17	(\$16.77)	(\$7.68)
	71030-5950-540	Benefits	\$421.46	\$2,399.42	\$1,420.53	\$978.89	\$1,400.35
	71030-5950-600	Benefits	\$384.63	\$612.88	\$241.77	\$371.11	\$755.74
	71030-5950-900	Benefits	\$1,742.22	\$3,465.42	\$2,424.57	\$1,040.85	\$2,783.07
	71030-5950-950	Benefits	\$411.74	\$600.02	\$282.42	\$317.60	\$729.34
	80050-5950-540	Bar Supplies	\$377.14	\$183.14	\$0.00	\$183.14	\$560.28
	80110-5950-200	Cart Supplies	\$388.09	\$79.99	\$0.00	\$79.99	\$468.08
	80170-5950-100	Course Accessories	\$504.15	\$1,710.14	\$0.00	\$1,710.14	\$2,214.29
	80190-5950-540	Dining Room Supplies	\$92.21	\$0.00	\$0.00	\$0.00	\$92.21
	80230-5950-100	Fertilizer	\$549.63	\$1,408.00	\$0.00	\$1,408.00	\$1,957.63
	80270-5950-100	Fuel	\$1,530.73	\$0.00	\$0.00	\$0.00	\$1,530.73
	80320-5950-100	Herbicides	\$986.33	\$172.21	\$0.00	\$172.21	\$1,158.54
	80370-5950-100	Insecticides	\$1,574.00	\$438.99	\$0.00	\$438.99	\$2,012.99
	80380-5950-900	Janitorial Supplies	\$997.35	\$572.80	\$589.99	(\$17.19)	\$980.16
	80390-5950-540	Kitchen Supplies	\$1,805.18	\$689.33	\$0.00	\$689.33	\$2,494.51
	80410-5950-540	Laundry/Linens	\$626.70	\$771.20	\$0.00	\$771.20	\$1,397.90
	80420-5950-900	Laundry/Uniforms	\$174.67	\$1,863.31	\$0.00	\$1,863.31	\$2,037.98
	80520-5950-540	Office Supplies	\$0.00	\$56.75	\$0.00	\$56.75	\$56.75
	80520-5950-600	Office Supplies	\$0.00	\$73.76	\$0.00	\$73.76	\$73.76
	80520-5950-900	Office Supplies	\$519.16	\$312.68	\$0.00	\$312.68	\$831.84
	80610-5950-220	Range Balls	\$0.00	\$3,675.00	\$0.00	\$3,675.00	\$3,675.00
	80630-5950-220	Range Expenses	\$0.00	\$125.34	\$0.00	\$125.34	\$125.34
	80690-5950-100	Sand/Topdress	\$611.00	\$143.78	\$0.00	\$143.78	\$754.78
	80710-5950-100	Seeds/Trees	\$16,124.60	\$0.00	\$0.00	\$0.00	\$16,124.60
	80730-5950-100	Small Tools	\$66.81	\$0.00	\$0.00	\$0.00	\$66.81
	80770-5950-100	Staff/Volunteer Uniforms	\$0.00	\$283.21	\$0.00	\$283.21	\$283.21
	80780-5950-600	Supplies	\$0.00	\$1,760.68	\$0.00	\$1,760.68	\$1,760.68
	80810-5950-600	Tournament Expense	\$50.09	\$0.00	\$0.00	\$0.00	\$50.09
	81010-5950-900	Alarm System	\$90.50	\$90.50	\$0.00	\$90.50	\$181.00
	81090-5950-200	Cart Repairs	\$19.62	\$17.96	\$0.00	\$17.96	\$37.58
	81130-5950-900	Computer Service	\$258.55	\$258.55	\$0.00	\$258.55	\$517.10
	81140-5950-900	Contract Cleaning	\$549.00	\$549.00	\$0.00	\$549.00	\$1,098.00
	81250-5950-100	Irrigation	\$806.59	\$446.15	\$0.00	\$446.15	\$1,252.74

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81270-5950-600	Lesson Expense	\$0.00	\$146.25	\$0.00	\$146.25	\$146.25
	81300-5950-900	Pest Control	\$115.00	\$115.00	\$0.00	\$115.00	\$230.00
	81350-5950-100	Repair & Maint - Equipment	\$1,875.98	\$1,541.62	\$0.00	\$1,541.62	\$3,417.60
	81350-5950-220	Repair & Maint - Equipment	\$0.00	\$12.50	\$0.00	\$12.50	\$12.50
	81350-5950-540	Repair & Maint - Equipment	\$697.05	\$1,072.95	\$0.00	\$1,072.95	\$1,770.00
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$239.00	\$0.00	\$239.00	\$239.00
	81360-5950-900	Repair & Maint - Building	\$59.17	\$168.56	\$0.00	\$168.56	\$227.73
	82000-5950-200	Cart Lease	\$6,032.00	\$6,032.34	\$0.00	\$6,032.34	\$12,064.34
	82020-5950-100	Equipment Lease	\$4,495.00	\$4,494.84	\$0.00	\$4,494.84	\$8,989.84
	82020-5950-540	Equipment Lease	\$125.00	\$125.00	\$0.00	\$125.00	\$250.00
	82060-5950-900	Off-Site Storage	\$157.00	\$157.00	\$0.00	\$157.00	\$314.00
	83000-5950-100	Utilities - Electric	\$913.28	\$256.25	\$0.00	\$256.25	\$1,169.53
	83000-5950-200	Utilities - Electric	\$820.30	\$952.33	\$0.00	\$952.33	\$1,772.63
	83010-5950-540	Utilities - Gas	\$341.06	\$1,362.76	\$0.00	\$1,362.76	\$1,703.82
	83020-5950-100	Utilities - Other	\$1,005.95	\$1,699.53	\$0.00	\$1,699.53	\$2,705.48
	83020-5950-900	Utilities - Other	\$2,094.46	\$1,998.68	\$0.00	\$1,998.68	\$4,093.14
	83030-5950-100	Utilities - Telephone/Fax	\$91.85	\$91.82	\$0.00	\$91.82	\$183.67
	83030-5950-900	Utilities - Telephone/Fax	\$150.00	\$150.00	\$0.00	\$150.00	\$300.00
	83050-5950-100	Utilities - Water	\$180.63	\$195.68	\$0.00	\$195.68	\$376.31
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,958.61	\$1,869.52	\$334.00	\$1,535.52	\$4,494.13
	85020-5950-900	Bank Charges	\$17.32	\$17.46	\$0.00	\$17.46	\$34.78
	85050-5950-900	Cash Short/(Over)	\$306.08	\$874.65	\$1,223.80	(\$349.15)	(\$43.07)
	85060-5950-900	Cell Phone	\$175.00	\$0.00	\$225.00	(\$225.00)	(\$50.00)
	85070-5950-900	City Surcharge R & R	\$2,527.19	\$3,028.21	\$0.00	\$3,028.21	\$5,555.40
	85110-5950-900	Copier/Photocopies	\$210.32	\$95.18	\$0.00	\$95.18	\$305.50
	85120-5950-900	Credit Card Discounts	\$1,414.15	\$2,160.40	\$0.00	\$2,160.40	\$3,574.55
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$283.66	\$0.00	\$0.00	\$0.00	\$283.66
	85280-5950-900	Insurance Expense	\$3,664.62	\$3,664.62	\$0.00	\$3,664.62	\$7,329.24
	85330-5950-900	Messenger Service - Fedex	\$97.85	\$75.60	\$0.00	\$75.60	\$173.45
	85390-5950-900	O/S - Accounting	\$1,600.00	\$6,200.00	\$1,600.00	\$4,600.00	\$6,200.00
	85410-5950-900	O/S - Legal	\$0.00	\$80.00	\$0.00	\$80.00	\$80.00
	85430-5950-100	O/S - Other	\$3,875.00	\$0.00	\$0.00	\$0.00	\$3,875.00
	85430-5950-900	O/S - Other	\$76.96	\$0.00	\$0.00	\$0.00	\$76.96
	85480-5950-900	Payroll Processing Fee	\$245.67	\$237.83	\$0.00	\$237.83	\$483.50
	85490-5950-900	Postage/Shipping	\$13.84	\$39.20	\$0.00	\$39.20	\$53.04
	85610-5950-900	Tax/Licenses/Fees	(\$60.00)	\$0.00	\$30.00	(\$30.00)	(\$90.00)
	85660-5950-540	Loss/Theft	\$390.38	\$497.18	\$0.00	\$497.18	\$887.56
	85720-5950-100	Travel - Other	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	85720-5950-900	Travel - Other	\$487.15	\$567.59	\$300.00	\$267.59	\$754.74
	90000-5950-900	Management Fee	\$7,369.51	\$7,369.51	\$0.00	\$7,369.51	\$14,739.02
	98010-5950-900	Deprec - Office F,F&E	\$153.97	\$153.97	\$0.00	\$153.97	\$307.94
	98020-5950-900	Deprec - Mach & Equip	\$97.55	\$97.55	\$0.00	\$97.55	\$195.10
	98040-5950-900	Deprec - Buildings	\$283.45	\$283.45	\$0.00	\$283.45	\$566.90
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	164	\$0.00	\$595,293.80	\$595,293.80	\$0.00	\$0.00

The Golf Club at Cypress Head

DATE: 12/15/14 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Ricardo Catarino
General Manager	Mike Collins
Superintendent	Dennis Pickavance

Prepared by:
Kemper Sports Management, Inc.
500 Skokie Blvd. Suite 444
Northbrook, IL. 60062

1. Golf Shop	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
	7.5	11/14
B. Appearance		12/14
		01/15
C. Displays		02/15
		03/15
D. Inventory		

Comments: Shop is well organized.

- **On Going** - Clean & orderly – Very Good
- **On Going** - Well stocked – Very Good

2. Administrative Offices	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
	7.5	11/14
B. Appearance		12/14
		01/15
C. Equipment		02/15
		03/15

Comments: In good order.

- **On going** - Organized & Presentable – Good.

3. Restaurant / Bar	Evaluation	
A. Cleanliness/Orderly	8.7	10/14
	8.7	11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: In good working order. We will be utilizing the R/R funds to replace chairs and add table linens in the dining room in the near future.

- **On Going** - Review last Health Dept. inspections - Good
- **On Going** - Coolers clean inside & out – Ok – in need of replacement soon
- **On Going** - Carpet cleaning – Completed
- **On Going** – Air return vent cleaned over bar entrance – Good

4. Banquet Room	Evaluation	
A. Cleanliness/Orderly	7.4	10/14
	7.4	11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: In decent working order. We had to call in carpet cleaning company twice in November due to flooding issues.

- **On Going** – Vacuum edges of walls & in corners – Good
- **On Going** – Cleaning & appearance of fans & light fixtures - Great
- **On Going** - Check if courtyard drainage is functioning - Good
- **On Going** - Clean vinyl – Ok
- **On Going** – Check for paint bubbling and leaks – Great

5. Kitchen	Evaluation
-------------------	-------------------

A. Customer Service	7.1	10/14	04/15
	7.1	11/14	05/15
B. Cleanliness		12/14	06/15
		01/15	07/15
C. Equipment		02/15	08/15
		03/15	09/15

Comments: **In good working order.**

- **On Going** - Review last Health Dept. inspections – Good, no issues
On Going – Food – stored properly
- **On Going** - Clean & Presentable – Very Good

6. Club House Restrooms / Hallway	Evaluation		
A. Cleanliness	8.1	10/14	04/15
	8.1	11/14	05/15
B. Equipment		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Odor			

Comments: **Neat and tidy.**

- **On Going** – Clean & Presentable – Great
- **On Going** – Odor free – Very Good
- **On Going** – Cleanliness of vents in ceiling of men and ladies room – Very Good

7. Entrance/Ext. Clubhouse/Cart Barn	Evaluation		
A. Landscape	8.3	10/14	04/15
	8.3	11/14	05/15
B. Signage		12/14	06/15
		01/15	07/15
C. Parking Lot		02/15	08/15
		03/15	09/15
D. Cement Walkways			

Comments: **In good shape.**

- **On Going** - Clean Windows – Good
- **On Going** – Litter free, cigarette butts – Good
- **On Going** – Landscaping appearance, trimming & weed free - Good

8. First Tee Area / Putting Green / Range	Evaluation		
A. Cut	8.1	10/14	04/15
	8.1	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Starter Area		02/15	08/15
		03/15	09/15
D. Bag Drop			

Comments: **Course is in good shape. Greens are scheduled to have final lowering of height first part of January. We anticipate starting FOOTGOLF the week of the 22nd of December.**

- **On Going** – Edge & Pine Straw all beds around benches & lights – Replacing when we can collect from course
- **On Going** – Bag Drop Stand clean & orderly

9. Tee Conditions-Overall	Evaluation		
A. Cut	7.5	10/14	04/15

	7.5	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: Tees are in good condition, only concern is the levelness of some of the tee boxes. Some tee boxes will need to be leveled and expanded in the future.

- **On Going** - Divots continue to be filled on a regular basis - Good
- **On Going** - Quality of Cut – Good
- **On Going** - Conditions – Good

10. Fairway Conditions	Evaluation		
A. Cut	7.7	10/14	04/15
	7.8	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: Conditions are good.

- **On Going** – Quality of cut, density, & playability – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Quality and consistency – Very Good
- **On Going** – Conditions of fairways – Very Good

11. Primary Rough Conditions	Evaluation		
A. Health	6.9	10/14	04/15
	7.0	11/14	05/15
B. Cut		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: In good shape.

- **On Going** - Pine straw beds – presently thin, continued budget saving area – Needed
- **On Going** – Quality of cut, density, & playability – Good
- **On Going** – Color & Appearance – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Conditions of rough – Good

12. Common Rough Conditions	Evaluation		
A. Health	6.5	10/14	04/15
	6.6	11/14	05/15
B. Cut		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: In good shape.

- **On Going** – Palmettos and clearing bushy areas around the course – Good
- **On Going** – Conditions for mowing schedules being kept on areas bordering the course - Good

- **On Going** – Pine straw areas – Good
- **On Going** – Lake Bank maintenance – Good

13. Greens Conditions	Evaluation		
A. Health	8.1	10/14	04/15
B. Cut	8.2	11/14	05/15
		12/14	06/15
C. Appearance		01/15	07/15
		02/15	08/15
D. Playability		03/15	09/15

Comments: The greens are in good shape for their age but need to be renovated. Greens are scheduled to have final lowering of height first part of January.

- **On Going** – Smoothness & speed of ball roll – Very Good

14. Bunkers	Evaluation		
A. Appearance	3.4	10/14	04/15
	3.4	11/14	05/15
B. Texture		12/14	06/15
		01/15	07/15
C. Playability		02/15	08/15
		03/15	09/15
D. Conditions			

Comments: The green side bunkers are in need of replacement and have been for years. We have been repairing a lot the past few years.

- **On Going** – Bunkers edged & raked – Good
- **On Going** – Waste bunker weed free & cultivated – Good
- **On Going** – Bunkers able to be maintained – Not well

15. Course Restrooms	Evaluation		
	6.4	10/14	04/15
	6.3	11/14	05/15
		12/14	06/15
		01/15	07/15
		02/15	08/15
		03/15	09/15

Comments: These are in ok good shape for their age but need repair and replacement work.

- **On Going** - Touch up paint on trim work & floor staining – Good
- **On Going** – Clean & Presentable – Good
- **On Going** – Odor free – Ok, 20 years old with little ventilation
- **On Going** – Cleaning schedule being kept – Very Good
- **On Going** – Outside appearance, roof and walls and floor outside – Good

16. Cart Paths	Evaluation		
A. Edging	6.9	10/14	04/15
	6.9	11/14	05/15
B. Trimming of shrubs		12/14	06/15
		01/15	07/15
C. Tee Signs / Beds		02/15	08/15
		03/15	09/15
D. Curbing / Corners			
E. Bridges			

Comment: Overall the paths are in pretty good condition. There are areas that need to still be repaired. Majority of edging was completed as well.

- **On Going** – Drop off / pot holes along the path, stakes to keep carts off – Good
- **On Going** – Tee sign beds, weed control & fresh pine straw – Good
- **On Going** – Edge cart paths – Good
- **On Going** – Palmetto control along cart paths – Good
- **On Going** – Check for uneven pavement and trip hazards – Good

17. Fertilizer & Chemical Program	Evaluation		
A. Records	6.5	10/14	04/15
	6.5	11/14	05/15
B. Up-Date		12/14	06/15
		01/15	07/15
C. Per Maintenance Plan		02/15	08/15
		03/15	09/15
D. Material Storage			

Comments: Overall in good order.

- **On Going** - All application schedules are being followed - Good
- **On Going** - All records are up to date – Good
- **On Going** - All materials are stored properly and orderly – Good

18. Maintenance Equip. Fleet Conditions	Evaluation		
A. Preventative Care	5.0	10/14	04/15
	5.0	11/14	05/15
B. Appearance		12/14	06/15
		01/15	07/15
C. Storage Area		02/15	08/15
		03/15	09/15
D. Maintenance			

Comments: We currently have the necessary equipment on hand but some pieces need more repairs.

- **On Going** – We are tracking all repairs on every piece of equipment in the fleet – Good
- **On Going** - Work stations are neat and orderly - Good

19. Maintenance Facility	Evaluation		
A. Surrounding Compound	5.3	10/14	04/15
	5.3	11/14	05/15
B. Offices & Break Room		12/14	06/15
		01/15	07/15
C. Safety Hazards		02/15	08/15
		03/15	09/15
D. Pump House Cleanliness			

Comments: Overall the building infrastructure is ok.

- **On Going** - Overall appearance of compound – Good
- **On Going** – Office is clean and orderly – Good
- **On Going** – Break room is clean and orderly – Good

20. Golf Cart Fleet	Evaluation		
A. Appearance	8.5	10/14	04/15
	8.4	11/14	05/15

B. Mechanical function	12/14	06/15
	01/15	07/15
C. Batteries Watered	02/15	08/15
	03/15	09/15

Comments: In decent working condition and being properly maintained by the specifications. The fleet is now extending past the normal amount of time kept. This has resulted in more repairs.

The purpose of the evaluation is to assure that the golf course continues to move forward in a positive direction, and if there are weaknesses, we address them as soon as possible.

The final ratings will be based on the categories listed, plus the feeling, ideas and experience of the raters. Any suggestions or changes made by the raters should be addressed at once. The ratings are based on a scale of 1 – 10.

Rating Summary:

Needs Improvement 1.0 to 4.9

Average: 5.0

Good: 6.0

Excellent: 7.0

Outstanding: 8.0 to 10.0

Current Overall Rating:	7.07	10/13	04/14
	7.08	11/13	05/14
		12/13	06/14
		01/14	07/14
		02/14	08/14
		03/14	09/14

November Weather, Revenue, Rounds Summary 2013 Vs. 2014

[illegible]

[illegible]

**The Golf Club at Cypress Head
Course Cash Flow Report
December 31, 2014**

	<u>December</u>	<u>YTD</u>
EBITDA	(\$1,149.04)	(\$48,330.77)
Management Fee Expense	(7,269.51)	(22,008.53)
Depreciation & Amortization	<u>(534.97)</u>	<u>(1,604.91)</u>
Net Income	(8,953.52)	(71,944.21)
Working Capital Changes		
Inventory	98.00	4,849.97
Receivables	2,267.45	39,695.91
Payables	8,598.58	7,044.37
Due to from the City	63,814.84	77,875.72
Prepays	6,931.30	8,424.59
Accrued Liabilities	5,162.19	(17,532.78)
Other Liabilities	(7,601.06)	(43,126.87)
Depreciation & Amortization	<u>534.97</u>	<u>1,604.91</u>
Operating Cash Flow	70,852.75	6,891.61
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>70,852.75</u>	<u>6,891.61</u>
Beginning Cash	10,717.48	74,678.62
Net Cash Flows	<u>70,852.75</u>	<u>6,891.61</u>
Ending Cash	<u>81,570.23</u>	<u>81,570.23</u>

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2014

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												
48,603	52,115	93%	51,826	94%	Green Fees	135,322	146,769	92%	137,463	98%	460,517	592,147
33,775	35,014	96%	35,015	96%	Cart Fee	98,172	109,888	89%	101,971	96%	321,778	452,973
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	64	0%	Merchandise	0	0	0%	64	0%	0	129
160	120	133%	120	133%	Handicap Fee	200	200	100%	200	100%	4,747	4,734
0	64	0%	64	0%	Lessons	255	513	50%	513	50%	878	1,169
218	138	158%	138	158%	Rental Clubs	636	485	131%	485	131%	1,487	2,435
3,939	6,743	58%	6,743	58%	Retail	15,070	17,644	85%	17,295	87%	48,222	69,855
1,701	3,416	50%	3,416	50%	Range	6,586	9,093	72%	8,643	76%	38,615	33,230
19,950	16,360	122%	16,110	124%	Food & Beverage	53,455	43,626	123%	38,826	138%	110,318	179,813
6,128	6,304	97%	6,204	99%	Beer	16,352	17,308	94%	15,957	102%	47,048	75,948
6,509	5,832	112%	5,632	116%	Liquor	13,457	12,888	104%	11,338	119%	28,483	39,946
1,319	1,209	109%	859	154%	Wine	4,173	2,766	151%	1,716	243%	6,549	10,266
250	0	0%	861	29%	F&B Other	600	0	0%	861	70%	0	1,113
2,996	3,295	91%	3,045	98%	City Surcharge R & R	8,551	9,898	86%	8,947	96%	28,192	37,679
125,548	130,610	96%	130,095	97%	Total Revenues	352,829	371,078	95%	344,279	102%	1,096,834	1,501,687
COST OF GOODS SOLD												
2,133	5,260	41%	4,916	43%	COGS - Merchandise	10,392	12,724	82%	13,492	77%	33,711	46,174
7,377	6,543	113%	6,350	116%	COGS - Food & Beverage	25,290	17,450	145%	16,381	154%	44,127	84,060
2,465	2,332	106%	2,328	106%	COGS - Beer	6,446	6,403	101%	5,906	109%	17,408	27,875
1,420	1,283	111%	1,023	139%	COGS - Liquor	2,745	2,835	97%	1,784	154%	6,266	7,720
431	290	149%	265	163%	COGS - Wine	1,983	664	299%	548	362%	1,573	4,708
13,826	15,708	88%	14,882	93%	Total COGS	46,855	40,076	117%	38,111	123%	103,085	170,538
111,722	114,902	97%	115,213	97%	GROSS MARGIN	305,974	331,002	92%	306,168	100%	993,749	1,331,149
54.14%	78.01%	69.40%	72.23%	74.95%	COGS - Merchandise %	68.96%	72.12%	95.62%	77.73%	88.71%	69.91%	762.50%
36.98%	39.99%	92.45%	39.42%	93.80%	COGS - Food & Beverage %	47.31%	40.00%	118.28%	42.19%	112.14%	40.00%	570.07%
40.23%	36.99%	108.76%	37.53%	107.21%	COGS - Beer %	39.42%	36.99%	106.56%	37.01%	106.50%	37.00%	450.26%
21.82%	22.00%	99.20%	18.16%	120.18%	COGS - Liquor %	20.40%	22.00%	92.73%	15.73%	129.65%	22.00%	245.02%
32.67%	23.99%	136.21%	30.80%	106.08%	COGS - Wine %	47.51%	24.01%	197.92%	31.91%	148.88%	24.02%	557.16%
34.49%	35.17%	98.05%	34.60%	99.68%	COGS - All Food & Bev	41.70%	35.71%	116.77%	36.29%	114.91%	36.06%	495.37%
PAYROLL												
19,606	17,890	110%	17,574	112%	Gross Payroll - Salaried	56,706	53,370	106%	52,678	108%	212,105	209,276
3,333	3,750	89%	3,279	102%	Gross Kitchen Payroll - Salaried	10,256	11,250	91%	11,297	91%	45,000	38,554
20,086	21,077	95%	20,512	98%	Gross Payroll - Hourly	58,982	60,278	98%	59,716	99%	202,918	233,347
8,901	6,835	130%	6,203	143%	Gross Kitchen Payroll - Hourly	26,041	18,705	139%	17,600	148%	44,397	82,958
51,925	49,552	105%	47,569	109%	S/T Wages	151,985	143,603	106%	141,290	108%	504,420	564,135
4,054	3,792	107%	3,391	120%	Payroll Tax - FICA	11,902	10,988	108%	10,455	114%	38,612	44,041
1,627	2,161	75%	456	357%	Payroll Tax - UC	3,734	7,738	48%	1,556	240%	13,037	15,849
1,264	998	127%	906	139%	Payroll Tax - WC	3,350	2,891	116%	2,789	120%	10,520	12,460
7,188	6,938	104%	7,681	94%	Benefits	17,331	20,808	83%	20,988	83%	81,714	75,999
14,133	13,889	102%	12,434	114%	S/T Adders	36,317	42,425	86%	35,788	101%	143,883	148,349
66,058	63,441	104%	60,003	110%	TOTAL PAYROLL	188,302	186,028	101%	177,078	106%	648,303	712,484
OPERATING EXPENSES												
229	334	69%	334	69%	Bar Supplies	790	858	92%	858	92%	2,425	4,543
0	51	0%	51	0%	Cart Supplies	468	247	190%	247	190%	431	690

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2014

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	235	0%	235	0%	Course Accessories	2,214	1,558	142%	1,557	142%	2,696	4,544
0	433	0%	433	0%	Dining Room Supplies	92	554	17%	554	17%	1,494	1,281
622	894	70%	894	70%	Fertilizer	2,580	3,714	69%	3,713	69%	18,956	9,978
1,373	28	4904%	28	4860%	Fuel	2,904	2,892	100%	2,893	100%	14,831	13,675
153	190	80%	190	80%	Fungicides	153	190	80%	190	80%	2,495	2,118
153	535	29%	535	29%	Herbicides	1,312	2,087	63%	2,086	63%	9,202	11,893
381	479	80%	479	80%	Insecticides	2,394	2,263	106%	2,262	106%	12,006	12,449
582	570	102%	570	102%	Janitorial Supplies	1,562	2,060	76%	2,060	76%	5,660	6,923
68	177	39%	177	39%	Kitchen Supplies	2,563	475	540%	475	539%	2,098	5,667
837	771	108%	771	109%	Laundry/Linens	2,234	1,365	164%	1,366	164%	3,440	6,727
0	885	0%	885	0%	Laundry/Uniforms	2,038	1,502	136%	1,502	136%	2,868	2,953
106	220	48%	220	48%	Office Supplies	1,068	779	137%	779	137%	3,300	4,577
0	0	0%	0	0%	Range Balls	3,675	3,970	93%	2,970	124%	3,970	3,675
338	0	0%	0	0%	Range Expenses	463	411	113%	411	113%	411	1,257
(9)	611	-1%	611	-1%	Sand/Topdress	746	611	122%	611	122%	3,666	2,614
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
60	16	375%	16	375%	Small Tools	127	16	792%	16	794%	46	169
0	0	0%	0	0%	Staff/Volunteer Uniforms	283	0	0%	0	0%	445	461
315	0	0%	0	0%	Supplies	2,076	385	539%	385	539%	2,800	4,816
0	0	0%	0	0%	Tournament Expense	50	120	42%	120	42%	595	743
219	91	240%	91	241%	Alarm System	400	501	80%	500	80%	1,241	1,853
300	0	0%	0	0%	Carpet Cleaning	300	0	0%	0	0%	0	1,190
872	0	0%	0	0%	Cart Repairs	909	226	402%	226	402%	226	3,571
359	235	153%	235	153%	Computer Service	876	705	124%	704	124%	2,820	3,156
549	549	100%	549	100%	Contract Cleaning	1,647	1,647	100%	1,647	100%	5,338	6,588
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
0	160	0%	160	0%	Irrigation	1,253	980	128%	980	128%	5,231	4,979
94	185	51%	185	51%	Lesson Expense	240	320	75%	320	75%	525	949
115	285	40%	310	37%	Pest Control	345	285	121%	310	111%	1,140	1,625
1,522	1,457	104%	1,457	104%	Repair & Maint - Equipment	6,961	6,969	100%	6,968	100%	22,282	25,130
1,818	1,158	157%	1,158	157%	Repair & Maint - Building	2,046	2,998	68%	2,998	68%	6,432	5,672
6,032	6,032	100%	6,287	96%	Cart Lease	18,097	18,096	100%	18,861	96%	72,384	71,622
4,979	4,620	108%	5,056	98%	Equipment Lease	14,219	13,860	103%	15,168	94%	55,098	62,463
157	157	100%	157	100%	Off-Site Storage	471	471	100%	481	98%	1,884	1,747
1,280	1,067	120%	1,067	120%	Utilities - Electric	4,222	2,957	143%	2,956	143%	8,940	14,382
1,265	352	359%	352	359%	Utilities - Gas	2,969	2,213	134%	2,214	134%	5,445	11,104
4,209	3,049	138%	3,048	138%	Utilities - Other	11,008	10,352	106%	10,350	106%	36,784	41,783
257	255	101%	255	101%	Utilities - Telephone/Fax	741	760	97%	759	98%	2,847	2,580
197	174	113%	174	114%	Utilities - Water	574	615	93%	615	93%	2,532	2,257
910	1,969	46%	1,969	46%	Advertising & Promotion	5,404	4,288	126%	4,287	126%	33,050	20,107
17	199	9%	29	59%	Bank Charges	52	659	8%	149	35%	2,440	466
(10)	0	0%	(155)	6%	Cash Short/(Over)	(53)	0	0%	143	-37%	0	(62)
(25)	175	-14%	150	-17%	Cell Phone	325	475	68%	450	72%	2,050	1,800
2,996	3,295	91%	3,045	98%	City Surcharge R & R	8,551	9,898	86%	8,947	96%	28,192	37,679
155	0	0%	0	0%	Copier/Photocopies	460	70	657%	70	657%	326	1,104
2,037	2,096	97%	2,096	97%	Credit Card Discounts	5,611	6,737	83%	6,737	83%	17,410	25,443
0	0	0%	0	0%	Dues & Subscriptions	150	150	100%	150	100%	610	666
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
490	593	83%	593	83%	Employee Relations	774	1,218	64%	1,217	64%	2,262	2,662
0	56	0%	56	0%	Employee Testing	0	56	0%	56	0%	166	250
3,987	3,733	107%	3,481	115%	Insurance Expense	11,316	11,199	101%	10,442	108%	44,024	43,278
0	207	0%	207	0%	Member Relations	0	307	0%	307	0%	442	418
10	0	0%	0	0%	Messenger Service - Fedex	183	60	306%	60	306%	249	493
5,800	5,900	98%	5,900	98%	O/S - Accounting	12,000	12,100	99%	11,500	104%	13,800	13,700
0	0	0%	0	0%	O/S - Legal	80	150	53%	150	53%	150	160
0	342	0%	342	0%	O/S - Other	3,952	2,162	183%	2,162	183%	4,276	7,794
239	254	94%	254	94%	Payroll Processing Fee	723	777	93%	777	93%	2,722	3,143
39	55	71%	55	71%	Postage/Shipping	92	133	69%	133	69%	618	593

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(120)	0	0%	(90)	133%	83	767
198	202	98%	202	98%	Theft Loss	1,086	768	141%	768	141%	2,140	4,121
300	478	63%	478	63%	Travel - Other	1,954	1,703	115%	1,702	115%	9,888	8,773
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
269	0	0%	0	0%	Employee Meals	269	0	0%	0	0%	0	269
46,814	45,809	102%	45,637	103%	TOTAL OPERATING EXPENSES	166,002	159,053	104%	157,361	105%	514,001	561,040
(1,149)	5,652	-20%	9,574	-12%	EBITDA	(48,331)	(14,079)	343%	(28,271)	171%	(168,555)	57,625
7,270	7,370	99%	7,225	101%	Management Fee	22,009	22,110	100%	21,675	102%	88,440	87,034
7,270	7,370	99%	7,225	101%	Management Fees	22,009	22,110	100%	21,675	102%	88,440	87,034
154	154	100%	154	100%	Deprec - Office F,F&E	462	462	100%	462	100%	1,848	583
98	108	91%	98	100%	Deprec - Mach & Equip	293	323	91%	293	100%	1,291	745
283	283	100%	283	100%	Deprec - Buildings	850	850	100%	850	100%	3,401	1,819
535	545	98%	535	100%	S/T DEPR. & AMORT	1,605	1,635	98%	1,605	100%	6,540	3,147
(8,954)	(2,263)	396%	1,814	-494%	NET INCOME	(71,944)	(37,824)	190%	(51,551)	140%	(263,535)	(32,555)

The Golf Club at Cypress Head
Course & Grounds
For the Three Months Ending December 31, 2014

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							
48,603	52,115	93%	51,826	94%	Green Fees	135,322	146,769	92%	137,463	98%	460,517	592,147
2,996	3,295	91%	3,045	98%	City Surcharge R & R	8,551	9,898	86%	8,947	96%	28,192	37,679
51,599	55,410	93%	54,870	94%	Total Revenues	143,873	156,667	92%	146,411	98%	488,709	629,827
51,599	55,410	93%	54,870	94%	GROSS MARGIN	143,873	156,667	92%	146,411	98%	488,709	629,827
					PAYROLL							
6,679	6,679	100%	6,484	103%	Gross Payroll - Salaried	16,869	20,037	84%	19,453	87%	80,148	72,761
12,719	12,405	103%	12,496	102%	Gross Payroll - Hourly	39,754	35,709	111%	36,171	110%	143,754	138,625
19,398	19,084	102%	18,980	102%	S/T Wages	56,623	55,746	102%	55,624	102%	223,902	211,386
1,354	1,460	93%	1,301	104%	Payroll Tax - FICA	4,181	4,265	98%	3,949	106%	17,129	15,426
463	904	51%	8	5924%	Payroll Tax - UC	1,002	3,138	32%	164	612%	5,033	5,008
365	384	95%	354	103%	Payroll Tax - WC	1,134	1,121	101%	1,162	98%	4,685	4,440
3,386	3,193	106%	3,221	105%	Benefits	7,867	9,577	82%	9,486	83%	39,392	35,705
5,568	5,941	94%	4,884	114%	S/T Adders	14,185	18,101	78%	14,761	96%	66,239	60,580
24,966	25,025	100%	23,864	105%	TOTAL PAYROLL	70,808	73,847	96%	70,385	101%	290,141	271,966
					OPERATING EXPENSES							
0	235	0%	235	0%	Course Accessories	2,214	1,558	142%	1,557	142%	2,696	4,544
622	894	70%	894	70%	Fertilizer	2,580	3,714	69%	3,713	69%	18,956	9,978
1,373	28	4904%	28	4860%	Fuel	2,904	2,892	100%	2,893	100%	14,831	13,675
153	190	80%	190	80%	Fungicides	153	190	80%	190	80%	2,495	2,118
153	535	29%	535	29%	Herbicides	1,312	2,087	63%	2,086	63%	9,202	11,893
381	479	80%	479	80%	Insecticides	2,394	2,263	106%	2,262	106%	12,006	12,449
(9)	611	-1%	611	-1%	Sand/Topdress	746	611	122%	611	122%	3,666	2,614
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
60	16	375%	16	375%	Small Tools	127	16	792%	16	794%	46	169
0	0	0%	0	0%	Staff/Volunteer Uniforms	283	0	0%	0	0%	445	461
0	160	0%	160	0%	Irrigation	1,253	980	128%	980	128%	5,231	4,979
566	1,128	50%	1,128	50%	Repair & Maint - Equipment	3,984	6,189	64%	6,189	64%	19,231	17,441
316	0	0%	0	0%	Repair & Maint - Building	316	0	0%	0	0%	41	698
4,495	4,495	100%	4,931	91%	Equipment Lease	13,485	13,485	100%	14,793	91%	54,098	60,604
189	172	110%	172	109%	Utilities - Electric	1,358	604	225%	604	225%	2,406	3,316
2,229	1,213	184%	1,213	184%	Utilities - Other	4,934	4,505	110%	4,504	110%	19,969	16,573
107	105	102%	105	103%	Utilities - Telephone/Fax	291	310	94%	309	94%	1,151	866
197	174	113%	174	114%	Utilities - Water	574	615	93%	615	93%	2,532	2,257
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	496	0
0	56	0%	56	0%	Employee Testing	0	56	0%	56	0%	166	250
0	0	0%	0	0%	O/S - Other	3,875	1,820	213%	1,820	213%	3,720	7,475
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	700	0
0	300	0%	300	0%	Travel - Other	300	900	33%	900	33%	3,600	3,000
10,832	10,791	100%	11,225	96%	TOTAL OPERATING EXPENSES	59,206	58,926	100%	60,230	98%	193,815	191,484
15,801	19,594	81%	19,781	80%	EBITDA	13,860	23,894	58%	15,796	88%	4,753	166,377
15,801	19,594	81%	19,781	80%	NET INCOME	13,860	23,894	58%	15,796	88%	4,753	166,377

The Golf Club at Cypress Head
Carts
For the Three Months Ending December 31, 2014

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							
33,775	35,014	96%	35,015	96%	Cart Fee	98,172	109,888	89%	101,971	96%	321,778	452,973
33,775	35,014	96%	35,015	96%	Total Revenues	98,172	109,888	89%	101,971	96%	321,778	452,973
33,775	35,014	96%	35,015	96%	GROSS MARGIN	98,172	109,888	89%	101,971	96%	321,778	452,973
					PAYROLL							
4,926	5,262	94%	4,718	104%	Gross Payroll - Hourly	13,290	14,449	92%	13,630	98%	35,844	56,451
4,926	5,262	94%	4,718	104%	S/T Wages	13,290	14,449	92%	13,630	98%	35,844	56,451
388	403	96%	345	113%	Payroll Tax - FICA	1,007	1,106	91%	1,053	96%	2,743	4,309
224	321	70%	184	122%	Payroll Tax - UC	681	882	77%	629	108%	2,189	2,872
86	106	81%	94	92%	Payroll Tax - WC	236	291	81%	252	94%	736	1,189
13	8	162%	8	160%	Benefits	5	21	25%	23	23%	52	78
711	838	85%	631	113%	S/T Adders	1,929	2,300	84%	1,958	99%	5,720	8,449
5,638	6,100	92%	5,349	105%	TOTAL PAYROLL	15,219	16,749	91%	15,587	98%	41,564	64,900
					OPERATING EXPENSES							
0	51	0%	51	0%	Cart Supplies	468	247	190%	247	190%	431	690
872	0	0%	0	0%	Cart Repairs	909	226	402%	226	402%	226	3,571
6,032	6,032	100%	6,287	96%	Cart Lease	18,097	18,096	100%	18,861	96%	72,384	71,622
1,091	895	122%	895	122%	Utilities - Electric	2,864	2,353	122%	2,352	122%	6,534	11,066
7,995	6,978	115%	7,233	111%	TOTAL OPERATING EXPENSES	22,338	20,922	107%	21,686	103%	79,575	86,949
20,142	21,936	92%	22,433	90%	EBITDA	60,616	72,217	84%	64,698	94%	200,639	301,124
20,142	21,936	92%	22,433	90%	NET INCOME	60,616	72,217	84%	64,698	94%	200,639	301,124

The Golf Club at Cypress Head
Range
For the Three Months Ending December 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,701	3,416	50%	3,416	50%	REVENUES							
1,701	3,416	50%	3,416	50%	Range	6,586	9,093	72%	8,643	76%	38,615	33,230
					Total Revenues	6,586	9,093	72%	8,643	76%	38,615	33,230
1,701	3,416	50%	3,416	50%	GROSS MARGIN	6,586	9,093	72%	8,643	76%	38,615	33,230
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	3,675	3,970	93%	2,970	124%	3,970	3,675
338	0	0%	0	0%	Range Expenses	463	411	113%	411	113%	411	1,257
0	112	0%	112	0%	Repair & Maint - Equipment	13	112	11%	112	11%	580	935
338	112	302%	112	303%	TOTAL OPERATING EXPENSES	4,151	4,493	92%	3,493	119%	4,961	5,867
1,363	3,304	41%	3,304	41%	EBITDA	2,435	4,600	53%	5,150	47%	33,654	27,362
1,363	3,304	41%	3,304	41%	NET INCOME	2,435	4,600	53%	5,150	47%	33,654	27,362

The Golf Club at Cypress Head
F & B Cafe
For the Three Months Ending December 31, 2014

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												
19,950	16,360	122%	16,110	124%	Food & Beverage	53,455	43,626	123%	38,826	138%	110,318	179,813
6,128	6,304	97%	6,204	99%	Beer	16,352	17,308	94%	15,957	102%	47,048	75,948
6,509	5,832	112%	5,632	116%	Liquor	13,457	12,888	104%	11,338	119%	28,483	39,946
1,319	1,209	109%	859	154%	Wine	4,173	2,766	151%	1,716	243%	6,549	10,266
250	0	0%	861	29%	F&B Other	600	0	0%	861	70%	0	1,113
34,156	29,705	115%	29,665	115%	Total Revenues	88,037	76,588	115%	68,698	128%	192,398	307,086
COST OF GOODS SOLD												
7,377	6,543	113%	6,350	116%	COGS - Food & Beverage	25,290	17,450	145%	16,381	154%	44,127	84,060
2,465	2,332	106%	2,328	106%	COGS - Beer	6,446	6,403	101%	5,906	109%	17,408	27,875
1,420	1,283	111%	1,023	139%	COGS - Liquor	2,745	2,835	97%	1,784	154%	6,266	7,720
431	290	149%	265	163%	COGS - Wine	1,983	664	299%	548	362%	1,573	4,708
11,693	10,448	112%	9,965	117%	Total COGS	36,464	27,352	133%	24,619	148%	69,374	124,364
22,463	19,257	117%	19,700	114%	GROSS MARGIN	51,573	49,236	105%	44,080	117%	123,024	182,722
36.98%	39.99%	92.45%	39.42%	93.80%	COGS - Food & Beverage %	47.31%	40.00%	118.28%	42.19%	112.14%	40.00%	570.07%
40.23%	36.99%	108.76%	37.53%	107.21%	COGS - Beer %	39.42%	36.99%	106.56%	37.01%	106.50%	37.00%	450.26%
21.82%	22.00%	99.20%	18.16%	120.18%	COGS - Liquor %	20.40%	22.00%	92.73%	15.73%	129.65%	22.00%	245.02%
32.67%	23.99%	136.21%	30.80%	106.08%	COGS - Wine %	47.51%	24.01%	197.92%	31.91%	148.88%	24.02%	557.16%
34.49%	35.17%	98.05%	34.60%	99.68%	COGS - All Food & Bev	41.70%	35.71%	116.77%	36.29%	114.91%	36.06%	495.37%
PAYROLL												
3,333	3,750	89%	3,279	102%	Gross Kitchen Payroll - Salaried	10,256	11,250	91%	11,297	91%	45,000	38,554
8,901	6,835	130%	6,203	143%	Gross Kitchen Payroll - Hourly	26,041	18,705	139%	17,600	148%	44,397	82,958
12,234	10,585	116%	9,482	129%	S/T Wages	36,297	29,955	121%	28,897	126%	89,397	121,513
1,073	810	133%	774	139%	Payroll Tax - FICA	3,174	2,292	138%	2,416	131%	6,860	10,389
549	445	123%	293	187%	Payroll Tax - UC	1,635	1,625	101%	755	217%	3,047	5,006
511	213	240%	193	264%	Payroll Tax - WC	992	603	164%	571	174%	1,854	2,900
1,188	1,226	97%	1,679	71%	Benefits	2,588	3,677	70%	3,158	82%	13,163	11,896
3,321	2,694	123%	2,939	113%	S/T Adders	8,388	8,197	102%	6,899	122%	24,924	30,191
15,555	13,279	117%	12,421	125%	TOTAL PAYROLL	44,686	38,152	117%	35,796	125%	114,321	151,704
OPERATING EXPENSES												
229	334	69%	334	69%	Bar Supplies	790	858	92%	858	92%	2,425	4,543
0	433	0%	433	0%	Dining Room Supplies	92	554	17%	554	17%	1,494	1,281
68	177	39%	177	39%	Kitchen Supplies	2,563	475	540%	475	539%	2,098	5,667
837	771	108%	771	109%	Laundry/Linens	2,234	1,365	164%	1,366	164%	3,440	6,727
0	0	0%	0	0%	Office Supplies	57	0	0%	0	0%	97	77
706	217	325%	217	325%	Repair & Maint - Equipment	2,476	668	371%	668	371%	1,802	5,519
484	125	387%	125	387%	Equipment Lease	734	375	196%	375	196%	1,000	1,859
1,265	352	359%	352	359%	Utilities - Gas	2,969	2,213	134%	2,214	134%	5,445	11,104
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	923
198	202	98%	202	98%	Theft Loss	1,086	768	141%	768	141%	2,140	4,121
3,787	2,611	145%	2,612	145%	TOTAL OPERATING EXPENSES	13,000	7,276	179%	7,278	179%	19,941	41,820
3,120	3,367	93%	4,667	67%	EBITDA	(6,113)	3,808	-161%	1,005	-608%	(11,238)	(10,802)

The Golf Club at Cypress Head
F & B Cafe
For the Three Months Ending December 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,120	3,367	93%	4,667	67%	NET INCOME	(6,113)	3,808	-161%	1,005	-608%	(11,238)	(10,802)

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending December 31, 2014

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							
0	0	0%	64	0%	Merchandise	0	0	0%	64	0%	0	129
160	120	133%	120	133%	Handicap Fee	200	200	100%	200	100%	4,747	4,734
0	64	0%	64	0%	Lessons	255	513	50%	513	50%	878	1,169
218	138	158%	138	158%	Rental Clubs	636	485	131%	485	131%	1,487	2,435
3,939	6,743	58%	6,743	58%	Retail	15,070	17,644	85%	17,295	87%	48,222	69,855
4,317	7,065	61%	7,129	61%	Total Revenues	16,161	18,842	86%	18,557	87%	55,334	78,322
					COST OF GOODS SOLD							
2,133	5,260	41%	4,916	43%	COGS - Merchandise	10,392	12,724	82%	13,492	77%	33,711	46,174
2,133	5,260	41%	4,916	43%	Total COGS	10,392	12,724	82%	13,492	77%	33,711	46,174
2,185	1,805	121%	2,213	99%	GROSS MARGIN	5,769	6,118	94%	5,064	114%	21,623	32,148
54.14%	78.01%	69.40%	72.23%	74.95%	COGS - Merchandise %	68.96%	72.12%	95.62%	77.73%	88.71%	69.91%	762.50%
					PAYROLL							
1,276	0	0%	0	0%	Gross Payroll - Salaried	5,526	0	0%	0	0%	0	5,526
2,440	3,410	72%	3,299	74%	Gross Payroll - Hourly	5,938	10,120	59%	9,915	60%	23,320	38,271
3,716	3,410	109%	3,299	113%	S/T Wages	11,464	10,120	113%	9,915	116%	23,320	43,797
290	261	111%	232	125%	Payroll Tax - FICA	836	774	108%	728	115%	1,784	3,444
94	208	45%	7	1332%	Payroll Tax - UC	120	618	19%	44	270%	1,185	1,499
68	69	98%	61	111%	Payroll Tax - WC	277	204	136%	186	149%	479	1,005
452	350	129%	476	95%	Benefits	1,207	1,050	115%	1,429	84%	2,450	5,249
904	888	102%	777	116%	S/T Adders	2,440	2,646	92%	2,388	102%	5,898	11,198
4,620	4,298	107%	4,076	113%	TOTAL PAYROLL	13,904	12,766	109%	12,303	113%	29,218	54,995
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	74	114	65%	114	65%	185	141
315	0	0%	0	0%	Supplies	2,076	385	539%	385	539%	2,800	4,816
0	0	0%	0	0%	Tournament Expense	50	120	42%	120	42%	595	743
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,692	4,788
94	185	51%	185	51%	Lesson Expense	240	320	75%	320	75%	525	949
409	185	221%	185	222%	TOTAL OPERATING EXPENSES	2,440	939	260%	938	260%	8,797	11,436
(2,844)	(2,678)	106%	(2,048)	139%	EBITDA	(10,574)	(7,587)	139%	(8,177)	129%	(16,392)	(34,283)
(2,844)	(2,678)	106%	(2,048)	139%	NET INCOME	(10,574)	(7,587)	139%	(8,177)	129%	(16,392)	(34,283)

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2014

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												
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	250
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	250
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	250
PAYROLL												
7,751	7,751	100%	7,866	99%	Gross Payroll - Salaried	23,253	23,253	100%	23,599	99%	93,012	90,805
7,751	7,751	100%	7,866	99%	S/T Wages	23,253	23,253	100%	23,599	99%	93,012	90,805
661	593	111%	505	131%	Payroll Tax - FICA	1,900	1,779	107%	1,595	119%	7,116	7,456
191	150	127%	(36)	-531%	Payroll Tax - UC	191	938	20%	(36)	-531%	966	970
177	156	113%	147	120%	Payroll Tax - WC	528	468	113%	442	119%	1,949	2,107
1,738	1,811	96%	1,939	90%	Benefits	4,522	5,433	83%	5,818	78%	22,332	18,603
2,767	2,710	102%	2,555	108%	S/T Adders	7,140	8,618	83%	7,818	91%	32,363	29,136
10,519	10,461	101%	10,421	101%	TOTAL PAYROLL	30,394	31,871	95%	31,417	97%	125,375	119,941
OPERATING EXPENSES												
582	570	102%	570	102%	Janitorial Supplies	1,562	2,060	76%	2,060	76%	5,660	6,923
0	885	0%	885	0%	Laundry/Uniforms	2,038	1,502	136%	1,502	136%	2,868	2,953
106	220	48%	220	48%	Office Supplies	938	665	141%	665	141%	3,018	4,360
219	91	240%	91	241%	Alarm System	400	501	80%	500	80%	1,241	1,853
300	0	0%	0	0%	Carpet Cleaning	300	0	0%	0	0%	0	1,190
359	235	153%	235	153%	Computer Service	876	705	124%	704	124%	2,820	3,156
549	549	100%	549	100%	Contract Cleaning	1,647	1,647	100%	1,647	100%	5,338	6,588
115	285	40%	310	37%	Pest Control	345	285	121%	310	111%	1,140	1,625
250	0	0%	0	0%	Repair & Maint - Equipment	489	0	0%	0	0%	669	1,236
1,502	1,158	130%	1,158	130%	Repair & Maint - Building	1,730	2,998	58%	2,998	58%	6,391	4,974
157	157	100%	157	100%	Off-Site Storage	471	471	100%	481	98%	1,884	1,747
1,981	1,836	108%	1,836	108%	Utilities - Other	6,074	5,847	104%	5,846	104%	16,815	25,210
150	150	100%	150	100%	Utilities - Telephone/Fax	450	450	100%	450	100%	1,696	1,714
17	199	9%	29	59%	Bank Charges	52	659	8%	149	35%	2,440	466
(10)	0	0%	(155)	6%	Cash Short/(Over)	(53)	0	0%	143	-37%	0	(62)
(25)	175	-14%	150	-17%	Cell Phone	325	475	68%	450	72%	2,050	1,800
2,996	3,295	91%	3,045	98%	City Surcharge R & R	8,551	9,898	86%	8,947	96%	28,192	37,679
155	0	0%	0	0%	Copier/Photocopies	460	70	657%	70	657%	326	1,104
2,037	2,096	97%	2,096	97%	Credit Card Discounts	5,611	6,737	83%	6,737	83%	17,410	25,443
0	0	0%	0	0%	Dues & Subscriptions	150	150	100%	150	100%	610	666
490	593	83%	593	83%	Employee Relations	774	1,218	64%	1,217	64%	2,262	2,662
3,987	3,733	107%	3,481	115%	Insurance Expense	11,316	11,199	101%	10,442	108%	44,024	43,278
0	207	0%	207	0%	Member Relations	0	307	0%	307	0%	442	418
10	0	0%	0	0%	Messenger Service - Fedex	183	60	306%	60	306%	249	493
5,800	5,900	98%	5,900	98%	O/S - Accounting	12,000	12,100	99%	11,500	104%	13,800	13,700
0	0	0%	0	0%	O/S - Legal	80	150	53%	150	53%	150	160
0	342	0%	342	0%	O/S - Other	77	342	23%	342	23%	556	319
239	254	94%	254	94%	Payroll Processing Fee	723	777	93%	777	93%	2,722	3,143
39	55	71%	55	71%	Postage/Shipping	92	133	69%	133	69%	618	593
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(120)	0	0%	(90)	133%	83	(156)
300	178	168%	178	169%	Travel - Other	1,654	803	206%	802	206%	6,288	5,773
269	0	0%	0	0%	Employee Meals	269	0	0%	0	0%	0	269
22,542	23,163	97%	22,302	101%	TOTAL OPERATING EXPENSES	59,464	62,209	96%	59,449	100%	171,762	201,278

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
(33,061)	(33,624)	98%	(32,724)	101%	EBITDA	(89,858)	(94,080)	96%	(90,866)	99%	(297,137)	(320,968)
7,270	7,370	99%	7,225	101%	Management Fee	22,009	22,110	100%	21,675	102%	88,440	87,034
7,270	7,370	99%	7,225	101%	Management Fees	22,009	22,110	100%	21,675	102%	88,440	87,034
154	154	100%	154	100%	Deprec - Office F,F&E	462	462	100%	462	100%	1,848	583
98	108	91%	98	100%	Deprec - Mach & Equip	293	323	91%	293	100%	1,291	745
283	283	100%	283	100%	Deprec - Buildings	850	850	100%	850	100%	3,401	1,819
535	545	98%	535	100%	S/T DEPR. & AMORT	1,605	1,635	98%	1,605	100%	6,540	3,147
(40,865)	(41,539)	98%	(40,484)	101%	NET INCOME	(113,471)	(117,825)	96%	(114,146)	99%	(392,117)	(411,149)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending December 31, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
					PAYROLL							
3,899	3,460	113%	3,224	121%	Gross Payroll - Salaried	11,057	10,080	110%	9,626	115%	38,945	40,184
3,899	3,460	113%	3,224	121%	S/T Wages	11,057	10,080	110%	9,626	115%	38,945	40,184
287	265	108%	234	123%	Payroll Tax - FICA	805	772	104%	713	113%	2,980	3,016
105	133	79%	0	0%	Payroll Tax - UC	105	537	20%	0	0%	617	494
58	70	83%	57	102%	Payroll Tax - WC	184	204	90%	177	104%	817	819
412	350	118%	358	115%	Benefits	1,141	1,050	109%	1,074	106%	4,325	4,467
862	818	105%	649	133%	S/T Adders	2,235	2,563	87%	1,964	114%	8,739	8,795
4,761	4,278	111%	3,872	123%	TOTAL PAYROLL	13,292	12,643	105%	11,590	115%	47,684	48,979
					OPERATING EXPENSES							
910	1,969	46%	1,969	46%	Advertising & Promotion	5,404	4,288	126%	4,287	126%	33,050	20,107
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,100	2,100
910	1,969	46%	1,969	46%	TOTAL OPERATING EXPENSES	5,404	4,288	126%	4,287	126%	35,150	22,207
(5,671)	(6,247)	91%	(5,841)	97%	EBITDA	(18,697)	(16,931)	110%	(15,877)	118%	(82,834)	(71,186)
(5,671)	(6,247)	91%	(5,841)	97%	NET INCOME	(18,697)	(16,931)	110%	(15,877)	118%	(82,834)	(71,186)

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2014

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												
82,378	87,129	95%	86,840	95%	Green Fees & Cart Fees	233,495	256,657	91%	239,434	98%	782,295	1,045,120
3,939	6,743	58%	6,807	58%	Merchandise	15,070	17,644	85%	17,359	87%	48,222	69,984
378	322	117%	322	117%	Other Pro Shop	1,091	1,198	91%	1,198	91%	7,112	8,338
1,701	3,416	50%	3,416	50%	Range	6,586	9,093	72%	8,643	76%	38,615	33,230
34,156	29,705	115%	29,665	115%	Food and Beverage	88,037	76,588	115%	68,698	128%	192,398	307,086
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	250
2,996	3,295	91%	3,045	98%	Other Operating Revenues	8,551	9,898	86%	8,947	96%	28,192	37,679
125,548	130,610	96%	130,095	97%	TOTAL REVENUE	352,829	371,078	95%	344,279	102%	1,096,834	1,501,687
COST OF SALES												
2,133	5,260	41%	4,916	43%	Merchandise	10,392	12,724	82%	13,492	77%	33,711	46,174
11,693	10,448	112%	9,965	117%	Food & Beverage	36,464	27,352	133%	24,619	148%	69,374	124,364
13,826	15,708	88%	14,882	93%	TOTAL COGS	46,855	40,076	117%	38,111	123%	103,085	170,538
54.1%	78.0%	69.4%	72.2%	75.0%	COGS - Merchandise %	69.0%	72.1%	95.6%	77.7%	88.7%	69.9%	762.5%
34.5%	35.2%	98.1%	34.6%	99.7%	COGS - Food %	41.7%	35.7%	116.8%	36.3%	114.9%	36.1%	495.4%
PAYROLL												
24,966	25,025	100%	23,864	105%	Course and Grounds	70,808	73,847	96%	70,385	101%	290,141	271,966
5,638	6,100	92%	5,349	105%	Carts, Range, Starters, Etc.	15,219	16,749	91%	15,587	98%	41,564	64,900
4,620	4,298	107%	4,076	113%	Pro Shop	13,904	12,766	109%	12,303	113%	29,218	54,995
15,555	13,279	117%	12,421	125%	Food and Beverage	44,686	38,152	117%	35,796	125%	114,321	151,704
10,519	10,461	101%	10,421	101%	General and Administrative	30,394	31,871	95%	31,417	97%	125,375	119,941
4,761	4,278	111%	3,872	123%	Marketing	13,292	12,643	105%	11,590	115%	47,684	48,979
66,058	63,441	104%	60,003	110%	TOTAL PAYROLL	188,302	186,028	101%	177,078	106%	648,303	712,484
OPERATING EXPENSES												
10,832	10,791	100%	11,225	96%	Course and Grounds	59,206	58,926	100%	60,230	98%	193,815	191,484
8,333	7,090	118%	7,344	113%	Carts, Range, Starters, Etc.	26,488	25,415	104%	25,179	105%	84,536	92,816
409	185	221%	185	222%	Pro Shop	2,440	939	260%	938	260%	8,797	11,436
3,787	2,611	145%	2,612	145%	Food and Beverage	13,000	7,276	179%	7,278	179%	19,941	41,820
22,542	23,163	97%	22,302	101%	General and Administrative	59,464	62,209	96%	59,449	100%	171,762	201,278
910	1,969	46%	1,969	46%	Marketing	5,404	4,288	126%	4,287	126%	35,150	22,207
46,814	45,809	102%	45,637	103%	TOTAL OPERATING EXPENSES	166,002	159,053	104%	157,361	105%	514,001	561,040
126,697	124,958	101%	120,522	105%	TOTAL EXPENSES	401,160	385,157	104%	372,550	108%	1,265,389	1,444,062
(1,149)	5,652	-20%	9,574	-12%	EBITDA	(48,331)	(14,079)	343%	(28,271)	171%	(168,555)	57,625

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(1,149)	5,652	-20%	9,574	-12%	EBITDA	(48,331)	(14,079)	343%	(28,271)	171%	(168,555)	57,625
(7,270)	(7,370)	99%	(7,225)	101%	MANAGEMENT FEES	(22,009)	(22,110)	100%	(21,675)	102%	(88,440)	(87,034)
					OTHER INCOME (EXPENSE)							
(535)	(545)	98%	(535)	100%	Depreciation & Amortization	(1,605)	(1,635)	98%	(1,605)	100%	(6,540)	(3,147)
(535)	(545)	98%	(535)	100%	TOTAL OTHER INCOME (EXPENSE)	(1,605)	(1,635)	98%	(1,605)	100%	(6,540)	(3,147)
(8,954)	(2,263)	396%	1,814	-494%	NET INCOME	(71,944)	(37,824)	190%	(51,551)	140%	(263,535)	(32,555)
3,076	3,026	102%	2,996	103%	Paid Rounds	9,126	9,089	100%	8,653	105%	27,380	40,030
366	378	97%	424	86%	Annual Pass Rounds	1,138	1,194	95%	1,287	88%	3,233	4,753
366	384	95%	386	95%	Other Rounds	800	863	93%	856	93%	2,007	3,154
3,808	3,788	101%	3,806	100%	Total Rounds	11,064	11,146	99%	10,796	102%	32,620	47,937
41	43	95%	43	94%	Revenue/Paid Rounds	39	41	95%	40	97%	40	447
33	34	96%	34	96%	Revenue/Total Rounds	32	33	96%	32	100%	34	373

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2014

	<u>12/31/14</u>	<u>09/30/14</u>	<u>12/31/13</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	87,848	74,353	56,379
Cash - Manual Checks	750	500	500
Cash - Housebank & Other	<u>(7,028)</u>	<u>(174)</u>	<u>925</u>
Total Cash	<u>81,570</u>	<u>74,679</u>	<u>57,804</u>
Accounts Receivable			
A/R Member	<u>4,024</u>	<u>43,719</u>	<u>88</u>
Total Accounts Receivable	<u>4,024</u>	<u>43,719</u>	<u>88</u>
Other Current Assets			
Inventory - Merchandise	38,208	44,295	53,849
Inventory - Food & Beverage	12,957	11,720	10,816
Prepaid Insurance	15,246	16,276	12,947
Prepaid Exp - Other	<u>2,884</u>	<u>10,280</u>	<u>3,417</u>
Total Other Current Assets	<u>69,296</u>	<u>82,570</u>	<u>81,028</u>
TOTAL CURRENT ASSETS	<u>154,890</u>	<u>200,969</u>	<u>138,920</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	64,835	64,835	64,835
Furniture and Fixtures	26,625	26,625	26,625
Machinery & Equipment	<u>17,712</u>	<u>17,712</u>	<u>17,712</u>
Property Plant and Equipment	109,171	109,171	109,171
Accumulated Depreciation	<u>(78,313)</u>	<u>(76,708)</u>	<u>(75,166)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>30,858</u>	<u>32,463</u>	<u>34,005</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>190,748</u></u>	<u><u>238,432</u></u>	<u><u>177,925</u></u>

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2014

	<u>12/31/14</u>	<u>09/30/14</u>	<u>12/31/13</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	28,398	21,353	24,317
Accts Pay - Other	107,525	29,649	(33,173)
Accrued Expenses	0	(1,610)	936
Accrued Payroll	13,150	21,122	36,816
Accrued Taxes	0	9,081	10,614
Accrued Interest	48	2,138	0
Deferred Revenue	113,589	156,716	189,967
TOTAL CURRENT LIABILITIES	<u>262,710</u>	<u>238,450</u>	<u>229,477</u>
 TOTAL LIABILITIES	 <u>262,710</u>	 <u>238,450</u>	 <u>229,477</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(71,962)</u>	<u>(18)</u>	<u>(51,552)</u>
Net Retained Earnings	<u>(71,962)</u>	<u>(18)</u>	<u>(51,552)</u>
Stockholders Equity	<u>(71,962)</u>	<u>(18)</u>	<u>(51,552)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(71,962)</u>	<u>(18)</u>	<u>(51,552)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>190,748</u></u>	 <u><u>238,432</u></u>	 <u><u>177,925</u></u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2014

	<u>PYMTD</u>	<u>AUDITED PYFY</u>		<u>MTD</u>	<u>Annual</u>	
	<u>Actual</u>	<u>Actual</u>	<u>Percent</u>	<u>Actual</u>	<u>Budget</u>	<u>Percent</u>
REVENUES						
Green Fees & Cart Fees	86,840	1,051,059	8%	82,378	782,295	11%
Merchandise	6,807	72,272	9%	3,939	48,222	8%
Other Pro Shop	322	8,445	4%	378	7,112	5%
Range	3,416	35,287	10%	1,701	38,615	4%
Food and Beverage	29,665	287,748	10%	34,156	192,398	18%
Membership Initiation Fees	0	250	0%	0	0	0%
Other Operating Revenues	3,045	38,076	8%	2,996	28,192	11%
TOTAL REVENUE	130,095	1,493,137	9%	125,548	1,096,834	11%
COST OF SALES						
Merchandise	4,916	49,275	10%	2,133	33,711	6%
Food & Beverage	9,965	112,519	9%	11,693	69,374	17%
TOTAL COGS	14,882	161,794	9%	13,826	103,085	13%
 COGS - Merchandise %	 72.2%	 68.2%	 105.9%	 54.1%	 69.9%	 77.4%
COGS - Food %	34.6%	39.3%	88.1%	34.5%	36.1%	95.6%
PAYROLL						
Course and Grounds	23,864	271,543	9%	24,966	290,141	9%
Carts, Range, Starters, Etc.	5,349	65,268	8%	5,638	41,564	14%
Pro Shop	4,076	53,393	8%	4,620	29,218	16%
Food and Beverage	12,421	142,814	9%	15,555	114,321	14%
General and Administrative	10,421	120,964	9%	10,519	125,375	8%
Marketing	3,872	47,276	8%	4,761	47,684	10%
TOTAL PAYROLL	60,003	701,259	9%	66,058	648,303	10%
OPERATING EXPENSES						
Course and Grounds	11,225	192,508	6%	10,832	193,815	6%
Carts, Range, Starters, Etc.	7,344	91,506	8%	8,333	84,536	10%
Pro Shop	185	9,935	2%	409	8,797	5%
Food and Beverage	2,612	36,098	7%	3,787	19,941	19%
General and Administrative	22,302	201,262	11%	22,542	171,762	13%
Marketing	1,969	21,090	9%	910	35,150	3%
TOTAL OPERATING EXPENSES	45,637	552,399	8%	46,814	514,001	9%
 TOTAL EXPENSES	 120,522	 1,415,452	 9%	 126,697	 1,265,389	 10%
 EBITDA	 9,574	 77,685	 12%	 (1,149)	 (168,555)	 1%

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2014

<u>PYMTD</u>	<u>AUDITED PYFY</u>		<u>MTD</u>	<u>Annual</u>	
<u>Actual</u>	<u>Actual</u>	<u>Percent</u>	<u>Actual</u>	<u>Budget</u>	<u>Percent</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2014

	<u>PYMTD</u> <u>Actual</u>	<u>AUDITED PYFY</u> <u>Actual</u>	<u>Percent</u>	<u>MTD</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Percent</u>
EBITDA	<u>9,574</u>	<u>77,685</u>	<u>12%</u>	<u>(1,149)</u>	<u>(168,555)</u>	<u>1%</u>
MANAGEMENT FEES	<u>(7,225)</u>	<u>(86,700)</u>	<u>8%</u>	<u>(7,270)</u>	<u>(88,440)</u>	<u>8%</u>
OTHER INCOME (EXPENSE)						
Depreciation & Amortization	<u>(535)</u>	<u>(3,147)</u>	<u>17%</u>	<u>(535)</u>	<u>(6,540)</u>	<u>8%</u>
TOTAL OTHER INCOME (EXPENSE)	<u>(535)</u>	<u>(3,147)</u>	<u>17%</u>	<u>(535)</u>	<u>(6,540)</u>	<u>8%</u>
NET INCOME	<u><u>1,814</u></u>	<u><u>(12,162)</u></u>	<u><u>-15%</u></u>	<u><u>(8,954)</u></u>	<u><u>(263,535)</u></u>	<u><u>3%</u></u>
Paid Rounds	2,996	246,425	1%	3,076	27,380	11%
Annual Pass Rounds	424	45,077	1%	366	3,233	11%
Other Rounds	386	22,497	2%	366	2,007	18%
Total Rounds	3,806	313,999	1%	3,808	32,620	12%
Revenue/Paid Rounds	43	6	717%	41	40	102%
Revenue/Total Rounds	34	5	719%	33	34	98%

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 12/1/2014

Account: First Last

Sorted By:

Account Posting

Include:

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$32,793.82	\$183,390.73	\$128,336.60	\$55,054.13	\$87,847.95
	10100-5950-900	Cash - Course Other	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
	10120-5950-900	Cash - New Payroll	(\$23,926.34)	\$67,566.12	\$51,767.50	\$15,798.62	(\$8,127.72)
	10180-5950-900	Cash - Pro Shop Bank	\$0.00	\$600.00	\$0.00	\$0.00	\$600.00
	10200-5950-900	Cash - F&B Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$6,291.00	\$6,921.42	\$9,188.87	(\$2,267.45)	\$4,023.55
	12000-5950-900	Inventory - Merchandise	\$39,817.38	\$4,898.75	\$6,507.64	(\$1,608.89)	\$38,208.49
	12180-5950-900	Inventory - Food	\$5,258.74	\$14,680.50	\$14,173.34	\$507.16	\$5,765.90
	12200-5950-900	Inventory - Beverage	\$1,280.94	\$1,165.72	\$808.04	\$357.68	\$1,638.62
	12220-5950-900	Inventory - Beer	\$1,023.18	\$5,484.83	\$5,020.96	\$463.87	\$1,487.05
	12240-5950-900	Inventory - Liquor	\$3,025.63	\$2,883.97	\$2,840.82	\$43.15	\$3,068.78
	12260-5950-900	Inventory - Wine	\$857.30	\$1,000.97	\$861.94	\$139.03	\$996.33
	13020-5950-900	Prepaid Insurance	\$10,880.40	\$8,353.00	\$3,986.96	\$4,366.04	\$15,246.44
	13040-5950-900	Prepaid Exp - Other	\$14,181.64	\$1,121.22	\$12,418.56	(\$11,297.34)	\$2,884.30
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$26,932.30)	\$0.00	\$153.97	(\$153.97)	(\$27,086.27)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$12,736.67)	\$0.00	\$97.55	(\$97.55)	(\$12,834.22)
	22080-5950-900	Accum. Deprec - Buildings	(\$38,108.78)	\$0.00	\$283.45	(\$283.45)	(\$38,392.23)
	30000-5950-900	Accts Pay - Trade	(\$19,799.13)	\$51,841.56	\$60,440.14	(\$8,598.58)	(\$28,397.71)
	30040-5950-900	Accts Pay - Other	(\$43,710.18)	\$0.00	\$63,814.84	(\$63,814.84)	(\$107,525.02)
	31020-5950-900	Accrued Payroll	(\$8,036.17)	\$0.00	\$5,113.91	(\$5,113.91)	(\$13,150.08)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$1,851.71	\$1,851.71	\$0.00	\$0.00
	31220-5950-900	Accrued Sales Tax	\$0.00	\$7,041.85	\$7,041.85	\$0.00	\$0.00
	31240-5950-900	Accrued Annual Sales Tax	\$0.00	\$0.00	\$48.28	(\$48.28)	(\$48.28)
	31300-5950-900	Accrued Lesson Reserve	\$0.00	\$100.00	\$100.00	\$0.00	\$0.00
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,995.78	\$2,995.78	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,559.82)	\$445.62	\$282.82	\$162.80	(\$1,397.02)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,000.00)	\$8,863.91	\$7,863.91	\$1,000.00	\$0.00
	32040-5950-900	Deferred Rev - Annual Passes	(\$30,833.80)	\$6,166.76	\$0.00	\$6,166.76	(\$24,667.04)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$0.00	\$0.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,965.24)	\$497.50	\$8,587.93	(\$8,090.43)	(\$24,055.67)
	32100-5950-900	Deferred Rev - Credit Books	(\$23,792.40)	\$1,209.81	\$926.58	\$283.23	(\$23,509.17)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$42,435.73)	\$8,635.67	\$742.63	\$7,893.04	(\$34,542.69)
	32220-5950-900	Deferred Rev - Founders Pass	(\$928.30)	\$185.66	\$0.00	\$185.66	(\$742.64)
	49020-5950-900	Retained Earnings - Current	\$18.08	\$0.00	\$0.00	\$0.00	\$18.08
	50000-5950-100	Green Fees - Annual Pass	(\$12,704.84)	\$0.00	\$6,352.42	(\$6,352.42)	(\$19,057.26)
	50040-5950-100	Green Fees - Member	(\$68,458.99)	\$0.00	\$39,456.96	(\$39,456.96)	(\$107,915.95)
	50070-5950-100	Green Fees - (surcharge)	(\$5,555.40)	\$2,995.78	\$5,789.46	(\$2,793.68)	(\$8,349.08)
	50500-5950-200	Cart Fee 18	(\$47,422.73)	\$0.00	\$25,139.39	(\$25,139.39)	(\$72,562.12)
	50520-5950-200	Cart Fee - Annual Trail	(\$16,974.68)	\$0.00	\$8,635.67	(\$8,635.67)	(\$25,610.35)
	52090-5950-600	Handicap Fee	(\$40.00)	\$0.00	\$160.00	(\$160.00)	(\$200.00)
	52150-5950-600	Lessons	(\$255.00)	\$0.00	\$0.00	\$0.00	(\$255.00)
	52280-5950-600	Rental Clubs	(\$417.96)	\$0.00	\$217.89	(\$217.89)	(\$635.85)
	52310-5950-600	Retail	(\$11,130.79)	\$0.00	\$3,939.34	(\$3,939.34)	(\$15,070.13)
	53050-5950-220	Range Pass Revenue	(\$4,884.93)	\$0.00	\$1,700.89	(\$1,700.89)	(\$6,585.82)
	54000-5950-540	Food	(\$29,931.66)	\$0.00	\$18,374.80	(\$18,374.80)	(\$48,306.46)
	54030-5950-540	Beverage	(\$3,573.52)	\$0.00	\$1,575.03	(\$1,575.03)	(\$5,148.55)
	54060-5950-540	Beer	(\$10,223.43)	\$0.00	\$6,128.27	(\$6,128.27)	(\$16,351.70)
	54090-5950-540	Liquor	(\$6,947.59)	\$0.00	\$6,508.93	(\$6,508.93)	(\$13,456.52)
	54120-5950-540	Wine	(\$2,854.21)	\$511.05	\$1,830.12	(\$1,319.07)	(\$4,173.28)
	54220-5950-540	F&B Other Income	(\$350.00)	\$0.00	\$250.00	(\$250.00)	(\$600.00)
	56120-5950-100	City Surcharge R & R	(\$5,555.40)	\$0.00	\$2,995.78	(\$2,995.78)	(\$8,551.18)
	60000-5950-600	COGS - Merchandise - Accessories	\$8,259.05	\$5,386.42	\$3,253.82	\$2,132.60	\$10,391.65
	61000-5950-540	COGS - Food	\$16,028.76	\$13,945.14	\$6,972.57	\$6,972.57	\$23,001.33

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61010-5950-540	COGS - Beverage	\$1,885.06	\$808.04	\$404.02	\$404.02	\$2,289.08
	61020-5950-540	COGS - Beer	\$3,980.32	\$4,930.96	\$2,465.48	\$2,465.48	\$6,445.80
	61030-5950-540	COGS - Liquor	\$1,324.31	\$2,840.82	\$1,420.41	\$1,420.41	\$2,744.72
	61040-5950-540	COGS - Wine	\$1,551.87	\$861.94	\$430.97	\$430.97	\$1,982.84
	70000-5950-100	Gross Payroll - Salaried	\$10,190.22	\$6,910.44	\$231.36	\$6,679.08	\$16,869.30
	70000-5950-600	Gross Payroll - Salaried	\$4,250.00	\$1,842.00	\$566.00	\$1,276.00	\$5,526.00
	70000-5950-900	Gross Payroll - Salaried	\$15,502.02	\$9,418.14	\$1,666.67	\$7,751.47	\$23,253.49
	70000-5950-950	Gross Payroll - Salaried	\$7,158.02	\$3,899.22	\$0.00	\$3,899.22	\$11,057.24
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$6,923.07	\$3,332.92	\$0.00	\$3,332.92	\$10,255.99
	70010-5950-100	Gross Payroll - Hourly	\$27,035.18	\$12,718.89	\$0.00	\$12,718.89	\$39,754.07
	70010-5950-200	Gross Payroll - Hourly	\$8,363.12	\$4,926.39	\$0.00	\$4,926.39	\$13,289.51
	70010-5950-600	Gross Payroll - Hourly	\$3,497.91	\$2,540.24	\$100.00	\$2,440.24	\$5,938.15
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$17,140.55	\$8,900.70	\$0.00	\$8,900.70	\$26,041.25
	71000-5950-100	Payroll Tax - FICA	\$2,827.67	\$1,353.50	\$0.00	\$1,353.50	\$4,181.17
	71000-5950-200	Payroll Tax - FICA	\$618.55	\$388.47	\$0.00	\$388.47	\$1,007.02
	71000-5950-540	Payroll Tax - FICA	\$2,100.20	\$1,073.47	\$0.00	\$1,073.47	\$3,173.67
	71000-5950-600	Payroll Tax - FICA	\$545.23	\$290.28	\$0.00	\$290.28	\$835.51
	71000-5950-900	Payroll Tax - FICA	\$1,238.84	\$660.81	\$0.00	\$660.81	\$1,899.65
	71000-5950-950	Payroll Tax - FICA	\$517.83	\$287.34	\$0.00	\$287.34	\$805.17
	71010-5950-100	Payroll Tax - UC	\$539.20	\$463.29	\$0.00	\$463.29	\$1,002.49
	71010-5950-200	Payroll Tax - UC	\$457.52	\$223.67	\$0.00	\$223.67	\$681.19
	71010-5950-540	Payroll Tax - UC	\$1,085.26	\$549.46	\$0.00	\$549.46	\$1,634.72
	71010-5950-600	Payroll Tax - UC	\$25.63	\$94.18	\$0.00	\$94.18	\$119.81
	71010-5950-900	Payroll Tax - UC	\$0.00	\$191.21	\$0.00	\$191.21	\$191.21
	71010-5950-950	Payroll Tax - UC	\$0.00	\$104.72	\$0.00	\$104.72	\$104.72
	71020-5950-100	Payroll Tax - WC	\$768.40	\$365.16	\$0.00	\$365.16	\$1,133.56
	71020-5950-200	Payroll Tax - WC	\$149.77	\$86.14	\$0.00	\$86.14	\$235.91
	71020-5950-540	Payroll Tax - WC	\$481.10	\$510.57	\$0.00	\$510.57	\$991.67
	71020-5950-600	Payroll Tax - WC	\$209.27	\$67.58	\$0.00	\$67.58	\$276.85
	71020-5950-900	Payroll Tax - WC	\$351.14	\$176.73	\$0.00	\$176.73	\$527.87
	71020-5950-950	Payroll Tax - WC	\$126.44	\$57.78	\$0.00	\$57.78	\$184.22
	71030-5950-100	Benefits	\$4,481.67	\$5,521.09	\$2,135.45	\$3,385.64	\$7,867.31
	71030-5950-200	Benefits	(\$7.68)	\$62.09	\$49.14	\$12.95	\$5.27
	71030-5950-540	Benefits	\$1,400.35	\$2,085.77	\$897.90	\$1,187.87	\$2,588.22
	71030-5950-600	Benefits	\$755.74	\$612.87	\$161.18	\$451.69	\$1,207.43
	71030-5950-900	Benefits	\$2,783.07	\$3,465.42	\$1,726.97	\$1,738.45	\$4,521.52
	71030-5950-950	Benefits	\$729.34	\$600.02	\$188.28	\$411.74	\$1,141.08
	80050-5950-540	Bar Supplies	\$560.28	\$229.49	\$0.00	\$229.49	\$789.77
	80110-5950-200	Cart Supplies	\$468.08	\$0.00	\$0.00	\$0.00	\$468.08
	80170-5950-100	Course Accessories	\$2,214.29	\$0.00	\$0.00	\$0.00	\$2,214.29
	80190-5950-540	Dining Room Supplies	\$92.21	\$0.00	\$0.00	\$0.00	\$92.21
	80230-5950-100	Fertilizer	\$1,957.63	\$622.00	\$0.00	\$622.00	\$2,579.63
	80270-5950-100	Fuel	\$1,530.73	\$1,372.98	\$0.00	\$1,372.98	\$2,903.71
	80280-5950-100	Fungicides	\$0.00	\$152.56	\$0.00	\$152.56	\$152.56
	80320-5950-100	Herbicides	\$1,158.54	\$153.35	\$0.00	\$153.35	\$1,311.89
	80370-5950-100	Insecticides	\$2,012.99	\$381.35	\$0.00	\$381.35	\$2,394.34
	80380-5950-900	Janitorial Supplies	\$980.16	\$582.00	\$0.00	\$582.00	\$1,562.16
	80390-5950-540	Kitchen Supplies	\$2,494.51	\$121.56	\$53.24	\$68.32	\$2,562.83
	80410-5950-540	Laundry/Linens	\$1,397.90	\$836.50	\$0.00	\$836.50	\$2,234.40
	80420-5950-900	Laundry/Uniforms	\$2,037.98	\$0.00	\$0.00	\$0.00	\$2,037.98
	80520-5950-540	Office Supplies	\$56.75	\$0.00	\$0.00	\$0.00	\$56.75
	80520-5950-600	Office Supplies	\$73.76	\$0.00	\$0.00	\$0.00	\$73.76
	80520-5950-900	Office Supplies	\$831.84	\$105.92	\$0.00	\$105.92	\$937.76
	80610-5950-220	Range Balls	\$3,675.00	\$0.00	\$0.00	\$0.00	\$3,675.00
	80630-5950-220	Range Expenses	\$125.34	\$337.91	\$0.00	\$337.91	\$463.25
	80690-5950-100	Sand/Topdress	\$754.78	\$0.00	\$8.78	(\$8.78)	\$746.00
	80710-5950-100	Seeds/Trees	\$16,124.60	\$0.00	\$0.00	\$0.00	\$16,124.60
	80730-5950-100	Small Tools	\$66.81	\$59.92	\$0.00	\$59.92	\$126.73
	80770-5950-100	Staff/Volunteer Uniforms	\$283.21	\$0.00	\$0.00	\$0.00	\$283.21
	80780-5950-600	Supplies	\$1,760.68	\$345.10	\$30.00	\$315.10	\$2,075.78
	80810-5950-600	Tournament Expense	\$50.09	\$0.00	\$0.00	\$0.00	\$50.09
	81010-5950-900	Alarm System	\$181.00	\$218.50	\$0.00	\$218.50	\$399.50
	81080-5950-900	Carpet Cleaning	\$0.00	\$300.00	\$0.00	\$300.00	\$300.00

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
	81090-5950-200	Cart Repairs	\$37.58	\$871.56	\$0.00	\$871.56	\$909.14	
	81130-5950-900	Computer Service	\$517.10	\$358.55	\$0.00	\$358.55	\$875.65	
	81140-5950-900	Contract Cleaning	\$1,098.00	\$549.00	\$0.00	\$549.00	\$1,647.00	
	81250-5950-100	Irrigation	\$1,252.74	\$0.00	\$0.00	\$0.00	\$1,252.74	
	81270-5950-600	Lesson Expense	\$146.25	\$93.75	\$0.00	\$93.75	\$240.00	
	81300-5950-900	Pest Control	\$230.00	\$115.00	\$0.00	\$115.00	\$345.00	
	81350-5950-100	Repair & Maint - Equipment	\$3,417.60	\$566.03	\$0.00	\$566.03	\$3,983.63	
	81350-5950-220	Repair & Maint - Equipment	\$12.50	\$0.00	\$0.00	\$0.00	\$12.50	
	81350-5950-540	Repair & Maint - Equipment	\$1,770.00	\$705.75	\$0.00	\$705.75	\$2,475.75	
	81350-5950-900	Repair & Maint - Equipment	\$239.00	\$250.00	\$0.00	\$250.00	\$489.00	
	81360-5950-100	Repair & Maint - Building	\$0.00	\$316.00	\$0.00	\$316.00	\$316.00	
	81360-5950-900	Repair & Maint - Building	\$227.73	\$1,501.77	\$0.00	\$1,501.77	\$1,729.50	
	82000-5950-200	Cart Lease	\$12,064.34	\$6,032.20	\$0.00	\$6,032.20	\$18,096.54	
	82020-5950-100	Equipment Lease	\$8,989.84	\$4,494.90	\$0.00	\$4,494.90	\$13,484.74	
	82020-5950-540	Equipment Lease	\$250.00	\$483.83	\$0.00	\$483.83	\$733.83	
	82060-5950-900	Off-Site Storage	\$314.00	\$157.00	\$0.00	\$157.00	\$471.00	
	83000-5950-100	Utilities - Electric	\$1,169.53	\$188.55	\$0.00	\$188.55	\$1,358.08	
	83000-5950-200	Utilities - Electric	\$1,772.63	\$1,091.22	\$0.00	\$1,091.22	\$2,863.85	
	83010-5950-540	Utilities - Gas	\$1,703.82	\$1,265.08	\$0.00	\$1,265.08	\$2,968.90	
	83020-5950-100	Utilities - Other	\$2,705.48	\$2,228.50	\$0.00	\$2,228.50	\$4,933.98	
	83020-5950-900	Utilities - Other	\$4,093.14	\$1,980.94	\$0.00	\$1,980.94	\$6,074.08	
	83030-5950-100	Utilities - Telephone/Fax	\$183.67	\$107.27	\$0.00	\$107.27	\$290.94	
	83030-5950-900	Utilities - Telephone/Fax	\$300.00	\$150.00	\$0.00	\$150.00	\$450.00	
	83050-5950-100	Utilities - Water	\$376.31	\$197.31	\$0.00	\$197.31	\$573.62	
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,494.13	\$910.10	\$0.00	\$910.10	\$5,404.23	
	85020-5950-900	Bank Charges	\$34.78	\$17.21	\$0.00	\$17.21	\$51.99	
	85050-5950-900	Cash Short/(Over)	(\$43.07)	\$344.32	\$354.15	(\$9.83)	(\$52.90)	
	85060-5950-900	Cell Phone	\$350.00	\$0.00	\$25.00	(\$25.00)	\$325.00	
	85070-5950-900	City Surcharge R & R	\$5,555.40	\$2,995.78	\$0.00	\$2,995.78	\$8,551.18	
	85110-5950-900	Copier/Photocopies	\$305.50	\$154.66	\$0.00	\$154.66	\$460.16	
	85120-5950-900	Credit Card Discounts	\$3,574.55	\$2,036.81	\$0.00	\$2,036.81	\$5,611.36	
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	
	85190-5950-900	Employee Relations	\$283.66	\$490.37	\$0.00	\$490.37	\$774.03	
	85280-5950-900	Insurance Expense	\$7,329.24	\$3,986.96	\$0.00	\$3,986.96	\$11,316.20	
	85330-5950-900	Messenger Service - Fedex	\$173.45	\$9.92	\$0.00	\$9.92	\$183.37	
	85390-5950-900	O/S - Accounting	\$6,200.00	\$5,800.00	\$0.00	\$5,800.00	\$12,000.00	
	85410-5950-900	O/S - Legal	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00	
	85430-5950-100	O/S - Other	\$3,875.00	\$0.00	\$0.00	\$0.00	\$3,875.00	
	85430-5950-900	O/S - Other	\$76.96	\$0.00	\$0.00	\$0.00	\$76.96	
	85480-5950-900	Payroll Processing Fee	\$483.50	\$239.16	\$0.00	\$239.16	\$722.66	
	85490-5950-900	Postage/Shipping	\$53.04	\$39.20	\$0.00	\$39.20	\$92.24	
	85610-5950-900	Tax/Licenses/Fees	(\$90.00)	\$0.00	\$30.00	(\$30.00)	(\$120.00)	
	85660-5950-540	Loss/Theft	\$887.56	\$198.46	\$0.00	\$198.46	\$1,086.02	
	85720-5950-100	Travel - Other	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
	85720-5950-900	Travel - Other	\$1,354.74	\$299.65	\$0.00	\$299.65	\$1,654.39	
	89020-5950-900	Employee Meals	\$0.00	\$268.72	\$0.00	\$268.72	\$268.72	
	90000-5950-900	Management Fee	\$14,739.02	\$7,269.51	\$0.00	\$7,269.51	\$22,008.53	
	98010-5950-900	Deprec - Office F,F&E	\$307.94	\$153.97	\$0.00	\$153.97	\$461.91	
	98020-5950-900	Deprec - Mach & Equip	\$195.10	\$97.55	\$0.00	\$97.55	\$292.65	
	98040-5950-900	Deprec - Buildings	\$566.90	\$283.45	\$0.00	\$283.45	\$850.35	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
Grand Totals:			170	\$0.00	\$548,482.92	\$548,482.92	\$0.00	\$0.00

The Golf Club at Cypress Head

DATE: 12/15/14 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Ricardo Catarino
General Manager	Mike Collins
Superintendent	Dennis Pickavance

Prepared by:
Kemper Sports Management, Inc.
500 Skokie Blvd. Suite 444
Northbrook, IL. 60062

1. Golf Shop	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
	7.5	11/14
B. Appearance		12/14
		01/15
C. Displays		02/15
		03/15
D. Inventory		

Comments: Shop is well organized.

- **On Going** - Clean & orderly – Very Good
- **On Going** - Well stocked – Very Good

2. Administrative Offices	Evaluation	
A. Cleanliness/Orderly	7.5	10/14
	7.5	11/14
B. Appearance		12/14
		01/15
C. Equipment		02/15
		03/15

Comments: In good order.

- **On going** - Organized & Presentable – Good.

3. Restaurant / Bar	Evaluation	
A. Cleanliness/Orderly	8.7	10/14
	8.7	11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: In good working order. We will be utilizing the R/R funds to replace chairs and add table linens in the dining room in the near future.

- **On Going** - Review last Health Dept. inspections - Good
- **On Going** - Coolers clean inside & out – Ok – in need of replacement soon
- **On Going** - Carpet cleaning – Completed
- **On Going** – Air return vent cleaned over bar entrance – Good

4. Banquet Room	Evaluation	
A. Cleanliness/Orderly	7.4	10/14
	7.4	11/14
B. Appearance		12/14
		01/15
C. Tables and Chairs		02/15
		03/15

Comments: In decent working order. We had to call in carpet cleaning company twice in November due to flooding issues.

- **On Going** – Vacuum edges of walls & in corners – Good
- **On Going** – Cleaning & appearance of fans & light fixtures - Great
- **On Going** - Check if courtyard drainage is functioning - Good
- **On Going** - Clean vinyl – Ok
- **On Going** – Check for paint bubbling and leaks – Great

5. Kitchen	Evaluation
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A. Customer Service	7.1	10/14	04/15
	7.1	11/14	05/15
B. Cleanliness		12/14	06/15
		01/15	07/15
C. Equipment		02/15	08/15
		03/15	09/15

Comments: **In good working order.**

- **On Going** - Review last Health Dept. inspections – Good, no issues
- **On Going** – Food – stored properly
- **On Going** - Clean & Presentable – Very Good

6. Club House Restrooms / Hallway	Evaluation		
A. Cleanliness	8.1	10/14	04/15
	8.1	11/14	05/15
B. Equipment		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Odor			

Comments: **Neat and tidy.**

- **On Going** – Clean & Presentable – Great
- **On Going** – Odor free – Very Good
- **On Going** – Cleanliness of vents in ceiling of men and ladies room – Very Good

7. Entrance/Ext. Clubhouse/Cart Barn	Evaluation		
A. Landscape	8.3	10/14	04/15
	8.3	11/14	05/15
B. Signage		12/14	06/15
		01/15	07/15
C. Parking Lot		02/15	08/15
		03/15	09/15
D. Cement Walkways			

Comments: **In good shape.**

- **On Going** - Clean Windows – Good
- **On Going** – Litter free, cigarette butts – Good
- **On Going** – Landscaping appearance, trimming & weed free - Good

8. First Tee Area / Putting Green / Range	Evaluation		
A. Cut	8.1	10/14	04/15
	8.1	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Starter Area		02/15	08/15
		03/15	09/15
D. Bag Drop			

Comments: **Course is in good shape. Greens are scheduled to have final lowering of height first part of January. We anticipate starting FOOTGOLF the week of the 22nd of December.**

- **On Going** – Edge & Pine Straw all beds around benches & lights – Replacing when we can collect from course
- **On Going** – Bag Drop Stand clean & orderly

9. Tee Conditions-Overall	Evaluation		
A. Cut	7.5	10/14	04/15

	7.5	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: Tees are in good condition, only concern is the levelness of some of the tee boxes. Some tee boxes will need to be leveled and expanded in the future.

- **On Going** - Divots continue to be filled on a regular basis - Good
- **On Going** - Quality of Cut – Good
- **On Going** - Conditions – Good

10. Fairway Conditions	Evaluation		
A. Cut	7.7	10/14	04/15
	7.8	11/14	05/15
B. Health		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: Conditions are good.

- **On Going** – Quality of cut, density, & playability – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Quality and consistency – Very Good
- **On Going** – Conditions of fairways – Very Good

11. Primary Rough Conditions	Evaluation		
A. Health	6.9	10/14	04/15
	7.0	11/14	05/15
B. Cut		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: In good shape.

- **On Going** - Pine straw beds – presently thin, continued budget saving area – Needed
- **On Going** – Quality of cut, density, & playability – Good
- **On Going** – Color & Appearance – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Conditions of rough – Good

12. Common Rough Conditions	Evaluation		
A. Health	6.5	10/14	04/15
	6.6	11/14	05/15
B. Cut		12/14	06/15
		01/15	07/15
C. Appearance		02/15	08/15
		03/15	09/15
D. Playability			

Comments: In good shape.

- **On Going** – Palmettos and clearing bushy areas around the course – Good
- **On Going** – Conditions for mowing schedules being kept on areas bordering the course - Good

- **On Going** – Pine straw areas – Good
- **On Going** – Lake Bank maintenance – Good

13. Greens Conditions	Evaluation		
A. Health	8.1	10/14	04/15
B. Cut	8.2	11/14	05/15
		12/14	06/15
C. Appearance		01/15	07/15
		02/15	08/15
D. Playability		03/15	09/15

Comments: The greens are in good shape for their age but need to be renovated. Greens are scheduled to have final lowering of height first part of January.

- **On Going** – Smoothness & speed of ball roll – Very Good

14. Bunkers	Evaluation		
A. Appearance	3.4	10/14	04/15
	3.4	11/14	05/15
B. Texture		12/14	06/15
		01/15	07/15
C. Playability		02/15	08/15
		03/15	09/15
D. Conditions			

Comments: The green side bunkers are in need of replacement and have been for years. We have been repairing a lot the past few years.

- **On Going** – Bunkers edged & raked – Good
- **On Going** – Waste bunker weed free & cultivated – Good
- **On Going** – Bunkers able to be maintained – Not well

15. Course Restrooms	Evaluation		
	6.4	10/14	04/15
	6.3	11/14	05/15
		12/14	06/15
		01/15	07/15
		02/15	08/15
		03/15	09/15

Comments: These are in ok good shape for their age but need repair and replacement work.

- **On Going** - Touch up paint on trim work & floor staining – Good
- **On Going** – Clean & Presentable – Good
- **On Going** – Odor free – Ok, 20 years old with little ventilation
- **On Going** – Cleaning schedule being kept – Very Good
- **On Going** – Outside appearance, roof and walls and floor outside – Good

16. Cart Paths	Evaluation		
A. Edging	6.9	10/14	04/15
	6.9	11/14	05/15
B. Trimming of shrubs		12/14	06/15
		01/15	07/15
C. Tee Signs / Beds		02/15	08/15
		03/15	09/15
D. Curbing / Corners			
E. Bridges			

Comment: Overall the paths are in pretty good condition. There are areas that need to still be repaired. Majority of edging was completed as well.

- **On Going** – Drop off / pot holes along the path, stakes to keep carts off – Good
- **On Going** – Tee sign beds, weed control & fresh pine straw – Good
- **On Going** – Edge cart paths – Good
- **On Going** – Palmetto control along cart paths – Good
- **On Going** – Check for uneven pavement and trip hazards – Good

17. Fertilizer & Chemical Program	Evaluation		
A. Records	6.5	10/14	04/15
	6.5	11/14	05/15
B. Up-Date		12/14	06/15
		01/15	07/15
C. Per Maintenance Plan		02/15	08/15
		03/15	09/15
D. Material Storage			

Comments: Overall in good order.

- **On Going** - All application schedules are being followed - Good
- **On Going** - All records are up to date – Good
- **On Going** - All materials are stored properly and orderly – Good

18. Maintenance Equip. Fleet Conditions	Evaluation		
A. Preventative Care	5.0	10/14	04/15
	5.0	11/14	05/15
B. Appearance		12/14	06/15
		01/15	07/15
C. Storage Area		02/15	08/15
		03/15	09/15
D. Maintenance			

Comments: We currently have the necessary equipment on hand but some pieces need more repairs.

- **On Going** – We are tracking all repairs on every piece of equipment in the fleet – Good
- **On Going** - Work stations are neat and orderly - Good

19. Maintenance Facility	Evaluation		
A. Surrounding Compound	5.3	10/14	04/15
	5.3	11/14	05/15
B. Offices & Break Room		12/14	06/15
		01/15	07/15
C. Safety Hazards		02/15	08/15
		03/15	09/15
D. Pump House Cleanliness			

Comments: Overall the building infrastructure is ok.

- **On Going** - Overall appearance of compound – Good
- **On Going** – Office is clean and orderly – Good
- **On Going** – Break room is clean and orderly – Good

20. Golf Cart Fleet	Evaluation		
A. Appearance	8.5	10/14	04/15
	8.4	11/14	05/15

B. Mechanical function	12/14	06/15
	01/15	07/15
C. Batteries Watered	02/15	08/15
	03/15	09/15

Comments: In decent working condition and being properly maintained by the specifications. The fleet is now extending past the normal amount of time kept. This has resulted in more repairs.

The purpose of the evaluation is to assure that the golf course continues to move forward in a positive direction, and if there are weaknesses, we address them as soon as possible.

The final ratings will be based on the categories listed, plus the feeling, ideas and experience of the raters. Any suggestions or changes made by the raters should be addressed at once. The ratings are based on a scale of 1 – 10.

Rating Summary:

Needs Improvement 1.0 to 4.9

Average: 5.0

Good: 6.0

Excellent: 7.0

Outstanding: 8.0 to 10.0

Current Overall Rating:	7.07	10/13	04/14
	7.08	11/13	05/14
		12/13	06/14
		01/14	07/14
		02/14	08/14
		03/14	09/14

December Weather, Revenue, Rounds Summary
2013 Vs. 2014

	2013	2014	2013	2014	2013	2014	2013	2014	Overcast, Frost, or Cart Path Only 2013	Overcast, Frost, or Cart Path Only 2014
	Low Temp	Low Temp	High Temp	High Temp	Precip	Precip	Rounds	Rounds		
1	65	63	76	75	0	0.01	136	111		Trace
2	60	65	75	76	0	0.01	90	113		Trace
3	54	67	78	77	0	0.01	137	123		Trace
4	60	64	80	77	0	0	133	156		
5	63	66	82	76	0	0	142	164		
6	64	68	82	70	0	0.01	163	156		Trace
7	68	64	81	60	0	0.5	127	132		
8	63	65	82	58	0	0.7	142	53		Rain, CPO
9	64	48	82	60	0	0	123	153		
10	65	44	82	61	0	0	161	101		
11	64	41	80	67	0	0	123	104		
12	62	46	62	66	0	0	108	129		
13	51	44	71	65	0	0	152	128		
14	67	39	70	68	0	0	99	127		Frost Delay
15	63	40	72	68	0.5	0	76	105	Rain	Frost Delay
16	48	42	68	70	0	0	119	132		
17	46	52	72	70	0	0	137	126		
18	42	47	70	70	0	0	105	152		
19	44	51	76	72	0	0	131	152		
20	52	57	78	76	0	0	151	142		
21	59	59	83	77	0	0	119	137		
22	70	68	82	77	0	1.8	135	71		Rain CPO
23	69	68	78	80	0	0	153	124		Rain CPO
24	49	71	76	82	0.2	0	69	71	Rain	Rain CPO
25	46	67	71	73	0	0.5	0			Rain CPO
26	51	53	72	77	0	0	101	168		
27	59	64	78	76	0	0	120	182		
28	59	66	78	80	0.3	0	120	188	Rain	
29	68	62	72	85	0.6	0	75	148	Rain	
30	60	62	62	76	0	0	193	118		
31	55	63	71	68	0.05	0.25	166	42	Rain	Rain
	58.4	57.3	75.5	72.0	1.65	3.79	3806	3808		
Historical Avg.	50	50	71	71	2.63	2.63				
DIFFERENCE		-1.10		-3.52		1.16				

Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
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Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
11/4/2013	Angela's	Clubhouse - Kitchen Upgrades - Dean SR42Fryer	68748	\$825.00	4-Nov	\$825.00
11/14/2013	Angela's	Clubhouse - Kitchen Upgrades - True Freezer T23F	68828	\$2,400.00	25-Nov	\$2,400.00
1/15/2014	Ricoh	Clubhouse - Copier/Printer/Fax MPC2051	68933	\$2,887.00	29-Jan	\$2,887.00
1/15/2014	Ricoh	Clubhouse - Copier/Printer/Fax MP2553sp	68933	\$3,642.00	29-Jan	\$3,642.00
1/15/2014	Ricoh	Clubhouse - Network cards MPC2051&MP2553sp	68933	\$237.36	29-Jan	\$237.36
1/9/2014	Bruce Haglund Contractor	Range - Lamp Replacement/Timeclock/Parking Lamps	68998	\$3,380.00	30-Jan	\$3,380.00
1/24/2014	US Food Service	Clubhouse - Charbroiler Vulcan - Fryer Superior	69057	\$3,254.77	4-Feb	\$3,254.77
2/4/2014	Angela's	Clubhouse - Prep Table	69084	\$795.00	13-Feb	\$795.00
2/28/2014	City CC Expense	Clubhouse - Patio Upgrades		\$7,670.53	28-Feb	\$8,505.53
2/7/2014	Angela's	Clubhouse - True GDM26 Merchandiser cooler	69088	\$1,855.00	14-Feb	\$1,855.00
2/13/2014	MWR Custom Stairs	Clubhouse - Counter in Golf Shop	69117	\$1,550.00	28-Feb	\$1,550.00
2/13/2014	Bruce Haglund Contractor	Clubhouse - Lighting Restaurant	69111	\$2,700.00	8-Mar	\$2,700.00
3/13/2014	Flair Service Inc.	Clubhouse - Kitchen AC	69197	\$3,875.00	25-Mar	\$3,875.00
5/2/2014	Port Orange AC	Clubhouse - Hallway AC	69330	\$4,996.00	8-May	\$4,996.00
12/1/2014	Radio One	Golf Course - 2 VHF radios	Pcard	\$510.00	27-Dec	\$510.00
12/16/2014	Halifax Plumbing	Golf Course - 2 Water Fountains At #6 & #14	Pcard	\$1,370.00	27-Dec	\$1,370.00
Total Billed				\$436,750.29	Total Paid	\$483,124.51



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: City Manager Selection Advisory Committee Appointments

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Each Council member will appoint two members and one alternate.

SUMMARY: The following persons have submitted applications to serve on the City Manager Selection Advisory Committee:

Mike Arminio
Bobby Ball
Darrel Bofamy
Lillian Byrne
Tom Clig
Raymond Donadio
Dennis Kennedy
Sonya Laney
Robin Lasky
Greg Martin
Mike Mellon
Maria Mills-Benat
Margie Patchett
Stan Schmidt
Kenneth Staudt DDS
Newton White

Each Council member is to appoint two committee members and one alternate.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-79	Reso 14-79.pdf
2.	Applications	Applications.pdf

Fenwick, Robin
Steinebach, Donna
Harden, David

Created/Initiated - 12/22/2014
Approved - 12/24/2014
Final Approval - 12/30/2014

RESOLUTION NO. 14-79

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A CITIZEN ADVISORY COMMITTEE; PROVIDING FOR PURPOSE, DUTIES AND FUNCTIONS; PROVIDING FOR APPOINTMENTS; PROVIDING FOR ORGANIZATION AND RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has begun the search for a permanent City Manager; and

WHEREAS, the City Council has elected to engage the services of an executive search firm by publishing RFP# 14-32; and

WHEREAS, the City Council recognizes the value of community input during the selection process; and

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby establishes the City Manager Selection Citizen Advisory Committee as follows:

A. Purpose, Duties and Functions.

The City Manager Selection Citizen Advisory Committee ("Committee") shall provide community input regarding the candidate profile development by the Executive Search Firm. The Committee shall meet at least twice with the Executive Search Firm and provide input prior to the candidate profile being finalized by City Council. The Committee shall provide such other support and assistance for the City Council as may be requested from time to time. The

Committee shall cease to exist and disband once a City Manager has been selected by City Council, without any further action by City Council.

B. Appointments.

Each member of City Council shall appoint two (2) members to serve on the Committee. Once the initial appointments have been made, each City Council member shall select one (1) alternate. The alternates shall attend all meetings of the Committee, but shall not vote unless filling an absence created by a Committee member appointed by the same City Council Member as the alternate.

C. Organization, rules of procedure.

- a. *Officers.* The members of the Committee shall elect a chairman, and a vice-chairman to preside in the absence of the chairman. Such election shall take place at the first meeting of the Committee.
- b. *Responsibilities of chairman.* The chairman shall be responsible for the orderly running of all meetings, shall direct the preparation of all reports and shall make all necessary reports to the City Council.
- c. *Responsibilities of secretary; minutes.* The city recording secretary shall be responsible for keeping and recording minutes. A copy of the minutes of each meeting shall be kept on file in the city clerk's office.
- d. *Quorum; rules of order.* The presence of four or more members shall constitute a quorum of the Committee necessary to take action or conduct business. The Committee shall adopt Robert's Rules of Order, latest edition, or such other written rules and procedures as may be

desirable and necessary to promote and effectuate the purposes, objectives and business of the Committee in an orderly, timely and productive manner.

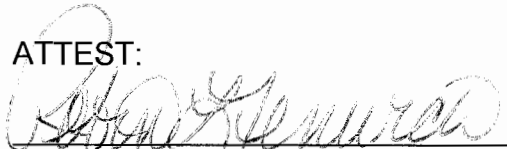
- e. *Compensation.* Members and alternates of the Committee shall serve without compensation but may be reimbursed for such travel, mileage, per diem or other expenses as may be authorized by the City Council.
- f. *Sunshine Law.* As an advisory Committee of the City Council, this Committee shall govern itself at all times in accordance with the Sunshine Laws of the State of Florida (F.S. § 286.011).

SECTION 2. If any article, section, subsection, sentence, clause, or provision of this resolution is held to be invalid for any reason, such holding shall not be construed to affect the remainder of this resolution.

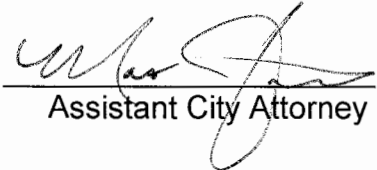
SECTION 3. This resolution shall become effective immediately upon adoption by City Council.


MAYOR ALLEN GREEN

ATTEST:


Robin L. Fenwick, CMC, City Clerk

Adopted on the 9th day of December, 2014.

Reviewed and Approved: 
Assistant City Attorney

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Saturday, November 29, 2014 12:06 PM
To: Fenwick, Robin
Subject: Volunteer Application - Mike Arminio



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Mike Arminio on 11/29/2014

Personal Information

Name: Mike Arminio
Date of Birth: 08/19/1959
Telephone: 386-290-3870
E-mail: Baybreezedesigns@aol.com
Business Telephone: 386-767-7425
Address: 1423 Breaks Way, Port Orange
Are you a registered voter in Port Orange? Yes
City Council District: 1
How long have you been a resident of Port Orange? 25 years
Are you currently serving on a City Board? Yes
If yes, when and which board? Planning Commission

References

Reference 1: Sonya Laney , Riverside Dr., Port Orange 386-290-3437
Reference 2: Allen Green Jackson St., Port Orange 386-295-0682
Reference 3: Don Burnette, Country Walk Dr., Port Orange 386-295-5760

Education

High School: New Smyrna Senior High
Date Graduated High School: 06/04/1977

College: DBCC, St. Leo College

Date Graduated College: //

Degree:

Work Experience

Owner of Bay Breeze Blinds Inc. since 1992, worked for David Waller Interiors from 1985 until 1992. US Air Force 1977 till 1981

Interests/Activities

Golf, martial arts, boxing, weight training, politics

Community Involvement

Past president Port Orange/ S.Daytona Chamber of Commerce (board member 9 years) SHIP board member, past President(5 years president 8 years board member) and still board member of Riverside Pavillion board, board member Port Orange Family Days Trust (4 years), committee member Epiphany Church finance committee(2years), past chair and commission member Port Orange Planning commission (8 1/2 years)

Why do you desire to serve on these boards?

To help select the future leader for our great community.

Resume/Additional Information

Selected Boards/Commissions

Charter Review Board

Order of Preference

City manager selection committee Charter review board

Signature: Mike arminio

Date: 11/29/2014

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☒ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Bobby Ball Date of Birth 07/02/1975

Address 1408 Yearling Tr. Port Orange

Home Telephone (386) 760-2460

E-Mail Address bball@zevcohen.com

Business Telephone (386) 677-2482

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 2

How long have you been a resident of Port Orange? 34 Years

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board? TPO CAC, Previous City Manager Selection Comm

2. **REFERENCES** – Please list three references (business and/or personal)

Debbie Connors – President Port Orange/ South Daytona – (386) 761-1601
Name, address, and telephone number

Jole Chitwood – President Daytona International Speedway – (386)254-2700
Name, address, and telephone number

Dwight DuRant – President Zev Cohen and Associates, Inc. - (386) 677-2482
Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek Date Graduated '93

College USF Date Graduated '98 Degree B.S Civil Eng.

4. **WORK EXPERIENCE** Professional Engineer, Zev Cohen and Associates, Inc. 15 Years

5. **INTERESTS/ACTIVITIES** Golf, Fishing, Outdoor Activates, Sports with my two
boys (Ages 11 and 13)

6. **COMMUNITY INVOLVEMENT** Member of Epiphany Church, Port Orange Pop
Warner Board of Directors, My wife and I are Former Business Owners in Port Orange

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I live, work and play in Port Orange and I enjoy participating in and contributing to
the continued success of the City.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

6.5.14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.
Return this form to: **Robin Fenwick, CMC, City Clerk,**
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>3</u> Environmental Advisory Board	<u> </u> Library Advisory Board
<u>1</u> Construction Regulation Board*	<u> </u> Parks and Recreation Board
<u>1</u> Code Enforcement Board*	<u>2</u> Planning Commission*
<u> </u> Charter Review Board	<u>X</u> City Manager Selection Committee
<u> </u> Civil Service Board	<u> </u> Audit & Budget Advisory Board
<u> </u> Districting Commission	<u> </u> Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Botamy Date of Birth 2-16-44
Address 5761 White Acres Lane P.O. 32127
Home Telephone 386 682 4424
E-Mail Address DCBotamy@gmail.com
Business Telephone 386 745 7060

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DR Shores

If yes, when and which Board? S. Daytona Currently
DR Shores - 1987-'91

2. REFERENCES – Please list three references (business and/or personal)

Dave Dookittle 386 547-0137 932 Countryside W
Name, address, and telephone number P.O. H

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Peter Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H.R. Block Mgmt
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Coldwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating.

6. COMMUNITY INVOLVEMENT

Past: Little League Coach,
La Lopez School Board member - chaired
Finance Committee and F.L. V.P. Boosters Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Wednesday, November 12, 2014 10:46 AM
To: Fenwick, Robin
Subject: Volunteer Application - Lillian Byrne



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Lillian Byrne on 11/12/2014

Personal Information

Name: Lillian Byrne
Date of Birth: 12/01/1928
Telephone: 386
E-mail: lbolh203@yahoo.com
Business Telephone:
Address: 955 B Grayling Ct
Are you a registered voter in Port Orange? Yes
City Council District: 3
How long have you been a resident of Port Orange? 23 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Martha Ash, 956C Lakewood Ter., P.O. 32127 756-0921
Reference 2: Joan Maddern, 905 Ashmeade Ct., P.O. 32127
Reference 3: Fr. Christopher Hoffmann, OurLadyofHopeCatholicChurch, 4675 Clyde Morris
788-6144

Education

High School: Deering HS Portland, ME
Date Graduated High School: 06//1945

College:

Molloy College for Women, L I, NY

Date Graduated College:

//

Degree:

Work Experience

Office Mgr. @ Troywood School, Lake Worth, FL School closed in 1990 & I retired. Clerical then Purchasing Agent, 18 yrs. University Hospital, State University of New York, til 1985

Interests/Activities

Travel, Reading, Playing cards & tennis in the past

Community Involvement

Halifax Health Volunteer 10 yrs + resigned Dec. 2012 Active member of the Council of Catholic Women, Our Lady of Hope

Why do you desire to serve on these boards?

I'd like to provide a perspective from my current status in life. I would be able to support/backup those who have expertise in judging a candidate's appropriate experience & background. I am usually good in assessing good general character.

Resume/Additional Information

Life experience, married 54 yrs. to NYC Firefighter, widowed 2004. Raised six children who are successful adults with college degrees & some masters, filling professions of Computer Mgmt., Attorney, Nursing and Teaching.

Selected Boards/Commissions

Parks and Recreation Board

Order of Preference

City Manager selection Comm. only Parks & Rec. because application bug won't accept!!

Signature:

Lillian Byrne

Date:

11/12/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Wednesday, October 29, 2014 11:36 AM
To: Fenwick, Robin
Subject: Volunteer Application - Tom Clig



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Tom Clig on 10/29/2014

Personal Information

Name: Tom Clig
Date of Birth: 05/14/1958
Telephone: [REDACTED]
E-mail: Tomclig@gmail.com
Business Telephone: [REDACTED]
Address: [REDACTED]
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 40 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Hector Garcia, 129 Valor, 671-5294
Reference 2: Mike Fitzgerald, 129 Valor, 671-8195
Reference 3: Denzil Sykes, 129 Valor, 871-6160

Education

High School: Spruce creek
Date Graduated High School: 06/01/1976

College: Daytona State
Date Graduated College: 09/15/1979
Degree: police standards

Work Experience

Current code enforcement officer, Daytona beach police, former police officer, firefighter, small business owner for 22 years.

Interests/Activities

Real estate investing, small business new setups

Community Involvement

Work also at Hospice, love to work with family members there caring for the needs that arise

Why do you desire to serve on these boards?

watched this city grow since 1976, and want to see it go in the right direction.

Resume/Additional Information

Selected Boards/Commissions

Planning Commission
Police Pension Board

Order of Preference

1. city managers search, 2. planing board, 3. police penison

Signature: Tom Clig
Date: 10/29/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, December 02, 2014 5:49 PM
To: Fenwick, Robin
Subject: Volunteer Application - Raymond Donadio



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Raymond Donadio on 12/02/2014

Personal Information

Name: Raymond Donadio
Date of Birth: 11/10/1955
Telephone: (937) 409-8159
E-mail: ray@donadiolaw.com
Business Telephone: (386) 763-5083
Address: 6079 Sanctuary Garden Blvd. Port Orange, Florida 32128
Are you a registered voter in Port Orange? Yes
City Council District: District 3
How long have you been a resident of Port Orange? three months (business owner and P.O. property owner since 2010)
Are you currently serving on a City Board? No
If yes, when and which board? N/A

References

Reference 1: William Thompson Owner Thompson Pump & Mfg. Co. Herbert Street Port Orange (386) 767-7310
Reference 2: William McCabe Owner McCabe State Farm Dunlawton Avenue Port Orange (386)761-4101
Reference 3: Jim Kotas retired engineer General Electric Daytona Beach (386) 255-6670

Education

High School: Niles McKinley High School Niles, Ohio

Date Graduated High School: 06/06/1973
College: Ohio Northern University Ada, Ohio
Date Graduated College: 05/15/1977
Degree: B.A. Business Administration/Accounting 1977 J.D. ONU Petit College of Law 1980

Work Experience

Self employed Attorney-at-law since 1990 Currently owner of Donadio Law Office, LLC 301 Dunlawton Ave. Port Orange, FL 32127

Interests/Activities

Music performance (Keyboard, Bass, Vocal) Reading

Community Involvement

Member Port Orange/south Daytona Rotary Club (past secretary) Member Port Orange/South Daytona Chamber of Commerce (President 2014 and 2015) Member Halifax Health Foundation Board of Trustees Member Daytona Beach Shores Foundation

Why do you desire to serve on these boards?

As a business person in Port Orange and an active member of the community, I believe I could give helpful input to assist in selecting the next Manager of our City from a business perspective as well as a resident's perspective. I bring to the table a variety of experience in business and interpersonal relationships. As a relatively new resident, I would bring a fresh perspective to the process. I have an idea of what appeals to newcomers to the area, and how our City may move forward with the next administration.

Resume/Additional Information

More about me may be viewed on my business website at www.donadiolaw.com.

Selected Boards/Commissions

City Manager Selection Committee

Order of Preference

Signature: Raymond M. Donadio, Jr.
Date: 12/02/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Monday, December 08, 2014 10:36 AM
To: Fenwick, Robin
Subject: Volunteer Application - Dennis kennedy



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Dennis kennedy on 12/08/2014

Personal Information

Name: Dennis kennedy
Date of Birth: 01/31/1953
Telephone: 386-405-1415
E-mail: dkennedy8@cfl.rr.com
Business Telephone:
Address: 712 Ernest Dr.
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 28
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Allen Green
Reference 2: Don Burnett
Reference 3: Bob Ford

Education

High School: DeLand High
Date Graduated High School: //1971

College: Daytona Beach Community College

Date Graduated College: //1985

Degree: Electronics

Work Experience

Halifax Medical center 29 years

Interests/Activities

Community Involvement

Port Orange City Council 11 years Volusia Growth Management 10 years Port Orange Planning commission 13 years

Why do you desire to serve on these boards?

Resume/Additional Information

Selected Boards/Commissions

City Manager Selection Committee

Order of Preference

Signature: Dennis A. Kennedy

Date: 12/08/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Saturday, November 29, 2014 11:57 AM
To: Fenwick, Robin
Subject: Volunteer Application - SONYA LANEY



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by SONYA LANEY on 11/29/2014

Personal Information

Name: SONYA LANEY
Date of Birth: 10/28/1972
Telephone: 386-290-3437
E-mail: slaney@sonyalaney.com
Business Telephone: 3867618500
Address: 5400 S WILLIAMSON BLVD APT 2-106, PORT ORANGE, FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: PORT ORANGE
How long have you been a resident of Port Orange? 20+ YEARS
Are you currently serving on a City Board? Yes
If yes, when and which board? PLANNING COMM., G.E. PENSION, DISTRICT. COMM.

References

Reference 1: MIKE MELLON, 5869 RIVERSIDE DRIVE, PORT ORANGE, FL 386-366-4999
Reference 2: BOB LLOYD, PO BOX 2412, DAYTONA BEACH, FL 386-252-9601
Reference 3: JACK WILES, 5885 RIVERSIDE DRIVE, PORT ORANGE, FL 32127 547-0717

Education

High School: SPRUCE CREEK HIGH
Date Graduated High School: 05/01/1990

College: STETSON UNIVERSITY
Date Graduated College: 05/01/2003
Degree: MASTERS OF ACCOUNTANCY

Work Experience

C.P.A., BUSINESS OWNER, AACSB GRADUATE, INSTRUCTOR (PROFESSIONAL LECTURE), INSTRUCTOR COLLEGE COURSES. GENERAL CONTRACTING INDUSTRY MANAGEMENT, 10 YEARS.

Interests/Activities

OUTDOOR ACTIVITIES, FISHING, BOATING ETC.

Community Involvement

VOLUNTEER SCHOOL SYSTEM - MENTOR CHAMBER OF COMMERCE FICPA EDUCATION AND CAREERS COMMITTEE STETSON UNIVERSITY ADVISORY BOARD CITY OF PORT ORANGE - VARIOUS BOARDS

Why do you desire to serve on these boards?

CONTINUE TO SERVE AND GIVE BACK TO MY COMMUNITY.

Resume/Additional Information

PLEASE SEE RESUME ON FILE.

Selected Boards/Commissions

Civil Service Board

Order of Preference

CITY MANAGER SELECTION COMMITTEE, CIVIL SERVICE

Signature: Sonya Laney

Date: 11/29/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Monday, November 03, 2014 3:54 PM
To: Fenwick, Robin
Subject: Volunteer Application - Robin Lasky



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Robin Lasky on 11/03/2014

Personal Information

Name: Robin Lasky
Date of Birth: 09/04/1960
Telephone: 3867602636
E-mail: trlasky@aol.com
Business Telephone: 3864456595
Address: 5947 Doraville Dr Port Orange,
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 18 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Debbie Connors 386-761-1601
Reference 2: Ken Parker
Reference 3: Joe Cordaro

Education

High School: Jamesville Dewitt
Date Graduated High School: 07//1978

College: Daytona State

Date Graduated College: //

Degree:

Work Experience

Suntrust Bank 25 years , TD Bank 10 Years currently with Bright House Networks as their Govt and Community Affairs Director.

Interests/Activities

Community Oriented, married for 18 years and have 2 children and 1 grandchild.

Community Involvement

Previously appointed to Planning Commission for 8 years President Port Orange Family Days President Elect Port Orange Rotary Past President Port Orange Chamber on committee that appointed Margaret (Peg) Smith School Board Previously on SHIP board Board of Director for Futures Foundation

Why do you desire to serve on these boards?

to give input and knowledge in finding the City Manager that is best suited for our City. I will use the strengths and skills to assist the team in establishing the candidate profile for the City's City Manager position.

Resume/Additional Information

Selected Boards/Commissions

Planning Commission

Order of Preference

City Manager Selection Committee

Signature: Robin A Lasky

Date: 11/03/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, December 02, 2014 8:45 AM
To: Fenwick, Robin
Subject: Volunteer Application - Greg Martin



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Greg Martin on 12/02/2014

Personal Information

Name:	Greg Martin
Date of Birth:	11/23/1971
Telephone:	3868719232
E-mail:	greg@soscustomsigns.com
Business Telephone:	3863225222
Address:	706 Freda Lane
Are you a registered voter in Port Orange?	Yes
City Council District:	Unsure
How long have you been a resident of Port Orange?	1.5 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Scott Stiltner, 1716 Creekwater Blvd. Port Orange, 32128, 386-871-4663
Reference 2:	Jim Allender (Sherzer & Associates), 2305 S. Ridgewood Ave South Daytona, FL 32119, 386-788-3500
Reference 3:	Heather Recker (Bright House), 1475 South Nova Road, Daytona Beach, Florida 32114, 386-747-0035

Education

High School:	Lyman High
---------------------	------------

Date Graduated High School: 06/05/1990
College: Embry Riddle Aeronautical University
Date Graduated College: 12/15/2001
Degree: Aeronautical Science

Work Experience

Restaurant manager Bay Breakers, Inc., Panama City, FL 1990 - 1995 Flight Instructor 2001 - 2004 Owner Sign-O-Saurus of Daytona, Inc., South Daytona 2004 - current

Interests/Activities

Aviation, business networking, traveling, boating, time with family.

Community Involvement

Port Orange / South Daytona Chamber of Commerce member since 2007 and chaired the Leads II networking group for 2 years, Daytona Beach Chamber of Commerce member since 2004, BNI member since 2013.

Why do you desire to serve on these boards?

As a resident of Port Orange and business owner of the community I have the best interest in seeing that the Port Orange community has the proper leadership in place to continue to make Port Orange a wonderful place for families and business.

Resume/Additional Information

Selected Boards/Commissions

Parks and Recreation Board

Order of Preference

City Manager Selection Committee

Signature: Greg Martin
Date: 12/02/2014

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☒ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Mike Mellon Date of Birth 7/17/47
Address 5869 Riverside Dr P.O. Box 32127
Home Telephone 386 366 4999
E-Mail Address MJMELL@AOL.COM
Business Telephone 386 366 4999
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 1
How long have you been a resident of Port Orange? 13 yrs
Are you currently serving on a City Board? yes/no
Have you ever served on a City Board? yes
If yes, when and which Board? Code - 2008 - 2013/14 ?

2. **REFERENCES** – Please list three references (business and/or personal)

MAYOR ALLAN Green 295 0682
Name, address, and telephone number

MIKE M'Kee 386 547 2740
Name, address, and telephone number

Ken Parker 386 299 0014
Name, address, and telephone number

3. **EDUCATION**

High School EDGEWATER Date Graduated 1965

College ERAU Date Graduated 1986 Degree MBA

4. **WORK EXPERIENCE**

18 yrs LAW ENFORCEMENT
20 yrs CED EVAC AMBULANCE

5. **INTERESTS/ACTIVITIES**

GOLF / MOTORCYCLES
BOATING, Diving

6. **COMMUNITY INVOLVEMENT**

CODE

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

CITY MANAGER IS CRITICAL FOR AN EFFECTIVE
CITY

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

Dec 14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Monday, December 01, 2014 12:27 PM
To: Fenwick, Robin
Subject: Volunteer Application - Maria Mills-Benat



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Maria Mills-Benat on 12/01/2014

Personal Information

Name: Maria Mills-Benat
Date of Birth: 03/02/1971
Telephone: 386-366-1882
E-mail: destiny@cfl.rr.com
Business Telephone: 386-366-1882
Address: 1710 Bordeaux Ct. Port Orange, Fl. 32128
Are you a registered voter in Port Orange? Yes
City Council District: District 4
How long have you been a resident of Port Orange? 42 years
Are you currently serving on a City Board? Yes
If yes, when and which board? Civil Union, Parks and Rec.

References

Reference 1: Debbie Connors dconnors@pschamber.com
Reference 2: Drew Bastain 299-7943
Reference 3: Scott Steger 547-2212

Education

High School: Spruce Creek High School
Date Graduated High School: 06/21/1989

College: Daytona State
Date Graduated College: 07/02/1994
Degree: Elementary Education

Work Experience

Own a Catering and Gourmet Food Company. Founder of a Non Profit in Port Orange Various Volunteer and business adventures

Interests/Activities

Our City Nature Parks Children Family Volunteering

Community Involvement

Chair and Board Member for the Port Orange Relay For Life with ACS Ambassador for Port Orange Halifax Hospice
Board Member for Hope Reins Advisory Board for Port Orange Parks and Rec and the Civil Union Board Board
Member for Volusia Flagler American Cancer Society Community Engagement Board

Why do you desire to serve on these boards?

I would like to be involved in helping to shape the future of Port Orange, the happiness and attitudes of our residents, and the overall feeling of our city.

Resume/Additional Information

Selected Boards/Commissions

Environmental Advisory Board

Order of Preference

Signature: Maria Mills-Benat
Date: 12/01/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, December 02, 2014 9:01 PM
To: Fenwick, Robin
Subject: Volunteer Application - Margie Patchett



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Margie Patchett on 12/02/2014

Personal Information

Name: Margie Patchett
Date of Birth: 04/27/1961
Telephone: 3862123968
E-mail: margie640@gmail.com
Business Telephone: 3862123968
Address: 415 Oak River Drive
Are you a registered voter in Port Orange? Yes
City Council District: Port Orange
How long have you been a resident of Port Orange? since 1984 - 30 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Fred Costello, 1 Tomoka View Way, Ormond Beach Fl 32176 386.386.451.1558
Reference 2: Clay Beasely, All Florida Plumbing & Electrical 1670 N Nova Rd Daytona Beach, FL 32117 386.679.4562
Reference 3: Ed Connor, 1010 John Anderson Drive, Ormond Beach, Fl 32174 386.441.0681

Education

High School: Seminole High School
Date Graduated High School: 06/10/1979

College:

Date Graduated College: //

Degree:

Work Experience

Worked for attorneys the past 28 years here in Volusia and Flagler Counties. I am a paralegal and currently employed as Operation's Manager at Adams Cameron Title Services.

Interests/Activities

Community Involvement

Founder and Executive Director of Volusia Tax Reform

Why do you desire to serve on these boards?

I have lived in Port Orange for the past 30 years and am very interested in who will serve as the new City Manager of my beloved city. I would like to assist in the interview process. Ken Parker has basically been the city manager for as long as I have lived here and I feel this is a crucial time in our city and would like to be part of the process in who would be selected.

Resume/Additional Information

MARGARET M. PATCHETT 415 OAK RIVER DRIVE, PORT ORANGE, FL 32127 386.212.3968
Margie640@gmail.com 2011 To Present "Adams Cameron Title Services, Inc., 444 Seabreeze Blvd., Suite 170, Daytona Beach, FL 32118 Operation's Manager: Duties include working up files from take in of real estate contracts and coordination of closing up and through the closing of the transaction and post closing; preparation and review of title insurance commitments and issuing title insurance policies; 1998 To 2009: Fred B. Share, Esquire/Waterside Title Co. 640 Dunlawton Avenue, Port Orange, FL Real Estate Closer; Duties include working up files from take in of real estate contracts and coordination of closing up and through the closing of the transaction and post closing; preparation and review of title insurance commitments and issuing title insurance policies; I was a licensed title insurance agent. 2005 to 2007: Daytona Beach Community College Frank Mercer Real Estate Closing Instructor for Daytona Beach Community College; I create my own curriculum for the courses; 1990 to 1998: Michael D. Chiumento, Esquire 4 Old Kings Road, Palm Coast, FL Paralegal to senior partner, Michael D. Chiumento; duties included working in the areas of commercial real estate closing; residential real estate closings; probate and trust administration; corporate law; 1990 to 1998: Flagler County Adult Education Center Diane (Sloane) Howard, Supervisor Palm Coast, FL Adult Education Instructor for the following courses: Legal Secretarial; Paralegal; Beginning Computer and Basic Education; (note, my teaching certificate is under my maiden name of Margaret M. Pio) 1985 to 1990: Black, Crotty, Sims, Hubka, Burnett, & Samuels E. William Crotty, Senior Partner (now deceased) 501 North Grandview Avenue, Daytona Beach, FL Paralegal and head of the probate department which included probate administration; trust administration and guardianship administration; Awards: Teaching awards from Flagler County Adult Education Center for years 1997 and 1998; Charter Member and First President for the Tri County Legal Secretaries Association encompassing Flagler, Putnam and St. Johns Counties. References Furnished Upon Request

Selected Boards/Commissions

City Manager Selection Committee

Order of Preference

Signature:

Margie Patchett

Date:

12/02/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, December 02, 2014 3:22 PM
To: Fenwick, Robin
Subject: Volunteer Application - Stan Schmidt



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Stan Schmidt on 12/02/2014

Personal Information

Name: Stan Schmidt
Date of Birth: 07/01/1954
Telephone: 386-405-3574
E-mail: stan@sschmidtcpa.com
Business Telephone: 386-238-8680
Address: 5574 Trail Side Drive Port Orange, FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: 3
How long have you been a resident of Port Orange? 27 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Jim Paytas, 794 Sanders Road, Port Orange, 32127 386-756-0439
Reference 2: Ray Donadio, 301 Dunlawton Ave, Port Orange, 32127 386-763-5083
Reference 3: Tom Jordan, 4240 S. Ridgewood, Port Orange, 32127 386-322-0797

Education

High School: Melvin Comm. School, Melvin, IA
Date Graduated High School: 05/26/1972

College: Drake University
Date Graduated College: 05/20/1977
Degree: B.S. - Accounting

Work Experience

Stan Schmidt, CPA, P.A. owner 2010-present Balaban & Schmidt, P.A. shareholder 1995 - 2010

Interests/Activities

Local government, education, church activities

Community Involvement

Volusia County School Board, District 3 2006 - 2014 Member, Spruce Creek HS Advisory Council Member, Port Orange / South Daytona Chamber of Commerce Member, S.E. Volusia Chamber of Commerce Member, Greater Daytona Regional Chamber of Commerce Member, All Saints Lutheran Church Member, Volusia Technology Council

Why do you desire to serve on these boards?

I am interested in helping to select a new city manager who can return Port Orange to the status of having a model city government.

Resume/Additional Information

Selected Boards/Commissions

City Manager Selection Committee

Order of Preference

Signature: Stan Schmidt

Date: 12/02/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Thursday, December 04, 2014 9:38 AM
To: Fenwick, Robin
Subject: Volunteer Application - Kenneth Staudt DDS



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Kenneth Staudt DDS on 12/04/2014

Personal Information

Name: Kenneth Staudt DDS
Date of Birth: 12/02/1960
Telephone: 386 756 8924
E-mail: staudtdental@hotmail.com
Business Telephone: 386 756 8953
Address: 6630 Merryvale Ln
Are you a registered voter in Port Orange? No
City Council District: 4
How long have you been a resident of Port Orange? 20 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: James Paytas Jr 3008 S. Peninsula Dr. DB FL 386 3225389
Reference 2: Alan Crouch 3792 Emilia Dr PO FL 386 767 2017
Reference 3: Gerald Monahan Jr [REDACTED] 386 506 5870

Education

High School: Stuarts Draft HS
Date Graduated High School: 06//1979

College: Bridgewater College

Date Graduated College: 05//1983

Degree: BS

Work Experience

Port Orange Dentist since 1989.

Interests/Activities

Tee ball, soccer, golf, boating, fishing, beach, races, time with family

Community Involvement

Board member Of multiple charitable events ,local country club, local bank and other business entities.

Why do you desire to serve on these boards?

I love living here and it s time that I give back effort to improve, stabilize and promote are city.

Resume/Additional Information

General Residency Program, University of Florida College of Dentistry, Jacksonville Dental Clinic/University Hospital, Jacksonville Florida, completed June 1989 Emory University School Of Dentistry, Atlanta, Georgia, Doctor of Dental Surgery Degree, 1988 Emory University School of Medicine, Atlanta Georgia Masters of Public Health Degree 1988

Selected Boards/Commissions

City Manager Selection Committee

Order of Preference

Signature: Kenneth L. Staudt DDS MPH

Date: 12/04/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Monday, November 17, 2014 8:56 PM
To: Fenwick, Robin
Subject: Volunteer Application - Newton White



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Newton White on 11/17/2014

Personal Information

Name: Newton White
Date of Birth: 10/20/1964
Telephone: (386) 299-1685
E-mail: nwhite2@port-orange.org
Business Telephone: (386) 299-1685
Address: 510 Renner Road Port Orange FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 42+
Are you currently serving on a City Board? Yes
If yes, when and which board? Code enforcement, Environmental advisory

References

Reference 1: Scott Stiltner
Reference 2: Don Burnette
Reference 3: Bob Ford

Education

High School: Warner Christian Academy
Date Graduated High School: //1982

College: Daytona State

Date Graduated College: //

Degree:

Work Experience

Manufacturing Property maintenance Security consultant Retail clerk and management Quality improvement team

Interests/Activities

Well I do a lot of things just not as often as I would like.

Community Involvement

Serve on 2 boards former council candidate Volusia Friends of the NRA 501c3 fundraiser (15 years and counting)

Why do you desire to serve on these boards?

George Jenkins founder of Publix said "Publix will be a little better or not quite as good because of you". I wish to make Port Orange a little better place.

Resume/Additional Information

Selected Boards/Commissions

Charter Review Board
Planning Commission

Order of Preference

Manger selection Charter review Planning Commission

Signature: Newton D. White

Date: 11/17/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Thursday, January 08, 2015 12:23 PM
To: Fenwick, Robin
Subject: Volunteer Application - Justin (Chase) Tramont



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Justin (Chase) Tramont on 01/08/2015

Personal Information

Name: Justin (Chase) Tramont
Date of Birth: 11/09/1979
Telephone: 3865891320
E-mail: Tramont12@yahoo.com
Business Telephone: 3865891320
Address: 5424 Canna Court Port Orange, FL 32128
Are you a registered voter in Port Orange? Yes
City Council District: 3
How long have you been a resident of Port Orange? 25 years total
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: David Davis, 6385 S Williamson Blvd., Port Orange, FL 32128
Reference 2: Lowell Lucas, 6803 Plumpjack Court, Port Orange, FL 32128
Reference 3: Wes Strickland, 6437 Long Lake Drive, Port Orange, FL 32128

Education

High School: Mainland High School
Date Graduated High School: 05/28/1998

College: Flagler College
Date Graduated College: 05/16/2002
Degree: Communications

Work Experience

First Baptist Church Daytona '02-'04 Warren Baptist Church Augusta, GA '04-'05 Roswell Street Baptist Church Marietta, GA '05-'07 Piedmont Church Marietta, GA '07-'10 Spruce Creek High School Port Orange, FL '10-present

Interests/Activities

Sports, history, church, working out, coaching, politics, family.

Community Involvement

I am teacher and coach at Spruce Creek High School. We are an annual participant in Family Days. Spruce Creek basketball camps to benefit youth of Port Orange. Volunteer softball coach for Port Orange travel ball team, Phoenix. Active attender of City Council meetings.

Why do you desire to serve on these boards?

I love my community. This is the city I grew up in and I have the fondest memories any child could desire. I am a married man with 3 children (13, 9, 1) and I plan to keep and raise my family here in the city. I have a vested interest in the future of this community. I teach US History at Spruce Creek High School. I consistently challenge and encourage my students to be involved and informed in current issues that impact our country and community. Serving on a board or boards will give me an opportunity to practice what I teach.

Resume/Additional Information

Selected Boards/Commissions

City Manager Selection Committee
Parks and Recreation Board

Order of Preference

Signature: Justin (Chase) Tramont
Date: 01/08/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Parks & Recreation Advisory Board Appointments

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Appoint six members to the Parks & Recreation Advisory Board.

SUMMARY: Six (6) terms of the Parks & Recreation Board are due to expire on February 15, 2015.

All six current members have expressed an interest to continue serving on the board and have requested re-appointment for another three year term. The following is a list of those members requesting re-appointment:

Mark Bowling
John Cameron
Michael Collins
Sean Maroney
Aime Bischoff
Maria Mills-Benat

The City Clerk's Office has also received an application from the following:

Justin (Chase) Tramont (application attached)

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Tramont application	Chase Tramont application.pdf
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Fenwick, Robin
Harden, David

Created/Initiated - 01/13/2015
Final Approval - 01/13/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Thursday, January 08, 2015 12:23 PM
To: Fenwick, Robin
Subject: Volunteer Application - Justin (Chase) Tramont



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Justin (Chase) Tramont on 01/08/2015

Personal Information

Name: Justin (Chase) Tramont
Date of Birth: 11/09/1979
Telephone: 3865891320
E-mail: Tramont12@yahoo.com
Business Telephone: 3865891320
Address: 5424 Canna Court Port Orange, FL 32128
Are you a registered voter in Port Orange? Yes
City Council District: 3
How long have you been a resident of Port Orange? 25 years total
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: David Davis, 6385 S Williamson Blvd., Port Orange, FL 32128
Reference 2: Lowell Lucas, 6803 Plumpjack Court, Port Orange, FL 32128
Reference 3: Wes Strickland, 6437 Long Lake Drive, Port Orange, FL 32128

Education

High School: Mainland High School
Date Graduated High School: 05/28/1998

College: Flagler College
Date Graduated College: 05/16/2002
Degree: Communications

Work Experience

First Baptist Church Daytona '02-'04 Warren Baptist Church Augusta, GA '04-'05 Roswell Street Baptist Church Marietta, GA '05-'07 Piedmont Church Marietta, GA '07-'10 Spruce Creek High School Port Orange, FL '10-present

Interests/Activities

Sports, history, church, working out, coaching, politics, family.

Community Involvement

I am teacher and coach at Spruce Creek High School. We are an annual participant in Family Days. Spruce Creek basketball camps to benefit youth of Port Orange. Volunteer softball coach for Port Orange travel ball team, Phoenix. Active attender of City Council meetings.

Why do you desire to serve on these boards?

I love my community. This is the city I grew up in and I have the fondest memories any child could desire. I am a married man with 3 children (13, 9, 1) and I plan to keep and raise my family here in the city. I have a vested interest in the future of this community. I teach US History at Spruce Creek High School. I consistently challenge and encourage my students to be involved and informed in current issues that impact our country and community. Serving on a board or boards will give me an opportunity to practice what I teach.

Resume/Additional Information

Selected Boards/Commissions

City Manager Selection Committee
Parks and Recreation Board

Order of Preference

Signature: Justin (Chase) Tramont
Date: 01/08/2015



CITY OF PORT ORANGE

CITIZEN SIGN-UP SHEET

NON-AGENDA ITEMS

If you wish to appear before the City Council this evening to speak about any issue **NOT ON THE PRINTED AGENDA**, you may do so during the **CITIZEN PARTICIPATION** portion of the meeting. Please complete the information below.

PLEASE PRINT LEGIBLY:

DATE: Dec. 9, 2014 NAME: Frankie Raley

ADDRESS: 101 Palm Castle Drive

TELEPHONE NUMBER: 386) 444-0629

TOPIC OF DISCUSSION: I did not use or lose the water or sewer, also had no leak! Please take this off my bill.

CONSENT AGENDA ITEMS

If you wish to discuss an item listed under **CONSENT AGENDA**, please complete the information below.

PLEASE PRINT LEGIBLY:

DATE: _____ NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONSENT AGENDA ITEM NUMBER(S): _____



Parkwood
Mobile Home Community
4000 South Nova Road
Port Orange, Florida 32127
PHONE: 386/761-0411

12/8/14

City of Port Orange Water Department

To Whom This May Concern,

This letter is in reference to a supposed water leak at lot 101 Palm Castle Dr., located in Parkwood Mobile Home Community. Your water meter reader on 5/16/14 read a high consumption of water, 54,000 gallons. Head of Parkwood maintenance, Dennis Martin, was called to check for a possible leak. The water meter register was not moving. Dennis checked the ground line from the meter to the home and there was no leak. The homeowner has all brand new water saver toilets which were all working perfectly. There was no visible water in the meter pit or on the surface of the ground, over the entire lot. Parkwood maintenance reported all of their findings to our office, which instructed Dennis to install a new meter register at this time. Homeowner has had all normal water usage since new register was installed. Homeowner was not away during this supposed usage. It is my opinion that the meter register malfunctioned, or the meter reader equipment was inaccurate. The home was tagged and noted that the register was not turning (indication of no leak). This home is occupied by a single mother with two small children with a history of normal average water usage. It is my opinion that the water meter register must have malfunctioned. Dennis Martin, our maintenance supervisor has seen it many times before. Please take all of this into consideration upon making your final decision in this matter.

Thank you,

Dennis Martin

Parkwood Maintenance Supervisor

CITY OF PORT ORANGE

Meter Reading Department

Port Orange, Florida 32127

(386) 506-5720

Service Type: ☒ Water ☐ Reclaim ☐ Sprinkler

Address: 101 PALM CASTLE

Date: 5-16-14

- ☐ Please trim back landscape over meter.
- ☐ Bill may be estimated, meter blocked by _____.
- ☐ Found a leak (customer's side).
- ☐ Water was shut off at the valve in the meter box.
- ☒ Water consumption up. Please check for possible leak.
- ☐ Service person came by to turn service on but had to leave off because of an open tap or leak on customer's side.
- ☐ Please have plumber or yourself turn service on when ready at valve approximately 6 inches behind meter in meter box. *(Remove lid. Turn the valve, which looks like old stove knob, 1/4 turn counterclockwise with a wrench.)*
- ☐ Verified read taken on _____.
- ☐ Read correct/incorrect. Consumption currently 54, previously _____ thousand gallons.
- ☐ Meter moving slow / fast (indicating a possible leak).
- ☒ Meter not moving (indicating no leak when we were there).
- ☐ A \$35.00 charge will be applied to your account for a return visit.
- ☐ A \$70.00 charge will be applied for service after standard business hours.
- ☐ Other: _____

Office Use: Frankie Raley (Last, First) Cycle: 03 Route: 43

Denied Yes No / :



Sewer Adjustment Request

1000 City Center Circle
Port Orange, Florida 32129
Phone: 386-506-5720 Fax: 386-506-5711
Email: customerservice@port-orange.org

Account Number: 132563-16318
Customer Name: Frankie Raley
Location Address: 101 Palmcastle Dr
Contact Phone Number: 407-914 7388

Reason for Request:

- ☐ Pool Fill: approx. Gals. _____
☐ Water Leak
☒ Other: faulty meter
privately owned.

Customer Signature: Frankie Raley

Today's Date: 6/2/14

Date Occurred: 4/9/14 and 5/16/14

Date repairs were completed: 5/19/14

***** Please attach a copy of the repair bills *****

Please note this request is subject to approval

Comments:

Customer did not use or loose the water or sewer - verified per a contract and Parkwood this was a meter issue not a water leak. Verification attached. Meter was exchanged to correct issue.

In Office /

Mail _____

Email _____

Fax _____

Date April - Repet KEZ

May & June

New water Meter Register

#101 Palm Castle (Parkwood)

SER# 715 174 28

Reading 0000,000.4

OLD Reading 0,325,893.1

Installed 5-22-14 2:00 pm

by Dennis
Parkwood Maintenance

To Whom It May Concern,

I checked out for J. Raley
Lot 101 Parkwood Mobile Homes
for any leaks in her water
lines. I ran a pressure test
as well as visual inside her
home and under her
home. There were NO
Leaks. This work was done
during the week of May 19,
2014.

Maury E. Raley II

Vol # 10101810



08/20/2013

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

CONTRACTOR LICENSE

677414

To: MAXIE E. RALEY II
2822 NORDMAN AV.
NEW SMYRNA BEACH, FL 32168

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL # 10101810	EXPIRES 09/30/2015
THIS CERTIFIES MR. MAXIE E. RALEY II	
MAXIE E. RALEY II	
IS LICENSED AS A 08 JOURNEYMAN PLUMBER	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY	
VOLUSIA COUNTY CLCA	
BUILDING OFFICIAL	
Competency cards not renewed before December 31st shall require appeal to the Chief Building Official.	
CLCA. Competency cards not renewed before December 31st of the following year shall be null & void. Re-examination or reciprocity will be the only accepted relicensing procedures.	

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 1/17/14 Due date: 2/06/14

Balance forward : 57.36

Payments / adj. : .00

Current charges : 67.36

Bill amount : 124.72

Reading Information

<u>Service</u>	<u>Read Date</u>	<u>Type</u>	<u>Meter number</u>	<u>Days</u>	<u>Actual</u> <u>Consumption</u>	<u>Demand</u>
WA	1/06/14	Regular	57871413	28	3.00	.00

Current Charge Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	1.44
EW	ENERGY FEE WATER	1.74
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	19.80
WA	WATER	14.45
	TAXES	1.62
	MISC. CHARGES	10.00
	Total Actual Charges	67.36

Balance: 554.77 as of 12/09/14

Billing Statement

City of Port Orange

Account number : 132563-16318
 Location address: 101 PALM CASTLE DR
 PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN
 Mailing address : 101 PALM CASTLE DR
 :
 City /State /Zip: PORT ORANGE FL 321274842

Bill date: 2/20/14 Due date: 3/12/14

Balance forward : 67.36
 Payments / adj. : .00
 Current charges : 67.36
 Bill amount : 134.72

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	2/12/14	Regular	57871413	37	3.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	1.44
EW	ENERGY FEE WATER	1.74
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	19.80
WA	WATER	14.45
	TAXES	1.62
	MISC. CHARGES	10.00
	Total Actual Charges	67.36

Balance: 554.77 as of 12/09/14

Billing Statement

Fa

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE

FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 3/20/14 Due date: 4/09/14

Balance forward : 22.36

Payments / adj. : .00

Current charges : 93.93

Bill amount : 116.29

Reading Information

<u>Service</u>	<u>Read Date</u>	<u>Type</u>	<u>Meter number</u>	<u>Days</u>	<u>Actual</u> <u>Consumption</u>	<u>Demand</u>
WA	3/10/14	Regular	57871413	26	2.00	.00

Current Charge Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	.72
EW	ENERGY FEE WATER	1.16
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	15.75
WA	WATER	11.70
	TAXES	1.29
	MISC. CHARGES	45.00
	Total Actual Charges	93.93

Balance: 554.77 as of 12/09/14

UT300I01

City of Port Orange
Customer/Location Consumption History Inquiry12/09/14
15:23:37

Customer ID: 132563 Name: RALEY, FRANKIE LYNN

Location ID: 16318 Addr: 101 PALM CASTLE DR

Cycle/Route: 03 43

Initiation date : 2/29/08

Termination date: 0/00/00

Amount due: \$554.77

Pending : \$10.00

Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail 6=Display comment codes

Service	Reading	Actual	Actual		Meter	Est	Cmnt	
Opt Code	Type	Date	Consumption	Demand	Days	Number	CD CD	
-	WA	REG	5/16/14	54.00	.00	37	57871413	
-	WA	REG	4/09/14	14.00	.00	30	57871413	
-	WA	REG	3/10/14	2.00	.00	26	57871413	
-	WA	REG	2/12/14	3.00	.00	37	57871413	
-	WA	REG	1/06/14	3.00	.00	28	57871413	
-	WA	REG	12/09/13	3.00	.00	28	57871413	
-	WA	REG	11/11/13	4.00	.00	33	57871413	
-	WA	REG	10/09/13	3.00	.00	27	57871413	+

F5=Exit F5=Print history

F6=Meter inventory

F7=Meter svc info

F2=Pending/history trans

F9=Budget trans

F24=More keys

Customer ID: 132563 Name: RALEY, FRANKIE LYNN

Location ID: 16318 Addr: 101 PALM CASTLE DR

Cycle/Route: 03 43

Initiation date: 2/29/08

Termination date: 0/00/00

Amount due: \$554.77

Pending: \$10.00

Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=view detail 6=Display comment codes

Service	Reading	Actual	Actual		Meter	Est	Cmnt
Code	Type	Date	Consumption	Demand	Days	Number	CD CD
WA	REG	11/04/14	3.00	.00	29	57871413P	
WA	REG	10/06/14	2.00	.00	27	57871413P	
WA	REG	9/09/14	3.00	.00	35	57871413P	
WA	REG	8/05/14	2.00	.00	27	57871413P	16
WA	REG	7/09/14	1.00	.00	28	57871413P	
WA	REG	6/11/14	1.00	.00	20	57871413P	
WA	SET	5/22/14	.00	.00		57871413P	
WA	OUT	5/22/14	1.00	.00	6	57871413	+

=Exit F5=Print history

F6=Meter inventory

F7=Meter svc info

=Pending/history trans

F9=Budget trans

F24=More keys

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 6/19/14 Due date: 7/09/14

Balance forward : 736.62

Payments / adj. : .00

Current charges : 49.29

Bill amount : 785.91

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	6/11/14	Regular	57871413P	20	1.00	.00
WA	5/22/14	Set	57871413P		.00	.00
WA	5/22/14	Out	57871413	6	1.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	.72
EW	ENERGY FEE WATER	1.16
GA	GARBAGE/RECYCLING	17.11
SW	SEWER	15.75
WA	WATER	11.70
	TAXES	1.29
	Total Actual Charges	49.29

Balance: 554.77 as of 12/09/14

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 7/17/14 Due date: 8/06/14

Balance forward : 736.62

Payments / adj. : .00

Current charges : 42.89

Bill amount : 779.51

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	7/09/14	Regular	57871413P	28	1.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
EW	ENERGY FEE WATER	.58
GA	GARBAGE/RECYCLING	17.11
SW	SEWER	11.70
WA	WATER	10.80
	TAXES	1.14
	Total Actual Charges	42.89

Balance: 554.77 as of 12/09/14

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 6, 2015

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

SPECIAL RECOGNITION AND PROCLAMATIONS

4. Former Council and Staff Retiree Recognition and Proclamations

Mayor Green presented proclamations to the employees who retired from the City of Port Orange in 2014. Council Members thanked them all for their service.

Mayor Green presented Former Council Member Dennis Kennedy with a plaque and artwork for his service to the City of Port Orange. Council Members thanked Mr. Kennedy for his service.

Mayor Green read a proclamation for First Responders Appreciation Week.

AGENDA APPROVAL

David Harden, City Manager, explained the modifications to the agenda, including the “Agenda Approval” section that allows for changes in order of the agenda items, as well as additions or deletions from the agenda. Routine resolutions have been added to the Consent Agenda. A roll call vote will need to be taken for those resolutions pursuant to the Charter.

Motion to withdraw Items #19 and 28
per the respective applicants was made

by Vice Mayor Bastian, and Seconded
by Councilman Burnette. Motion carried
unanimously by roll call vote.

Items #17, 18, 20, 22, 23, and 24 were pulled from the Consent Agenda for further discussion.

Motion to approve items pulled above
was made by Councilman Ford, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

PUBLIC HEARING

5. First Reading - Ordinance No. 2015-2 - 11th Amendment to Development Agreement; Cypress Head PUD; property generally located at 6231 Palm Vista St.

Mayor Green read Ordinance No. 2015-2.

ORDINANCE NO. 2015-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE ELEVENTH AMENDMENT TO THE CYPRESS HEAD (SPRUCE HAMMOCK) PLANNED UNIT DEVELOPMENT AGREEMENT REGARDING PERMITTED USES; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-2 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.
Motion carried unanimously by roll call vote after no public comments.

6. Second Reading - Ordinance No. 2014-31 - 2014 Comprehensive Plan Capital Improvements Element (CIE) Annual Update Case No. 14-27500001

Mayor Green read Ordinance No. 2014-31.

ORDINANCE NO. 2014-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE

PLANNING; PROVIDING FOR ADOPTION OF THE FY2015-2020 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AS SET FORTH IN THE COMPREHENSIVE PLAN, CAPITAL IMPROVEMENTS ELEMENT AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2014-31 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Ford will be working to get projects planned ahead of time to avoid surprises throughout the year.

Motion carried unanimously by roll call vote after no public comments.

7. Second Reading - Ordinance No. 2014-24 - Amendment to the Police Pension Ordinance - Section 54-122 of Article V of Chapter 54 of the Code of Ordinances

Mayor Green read Ordinance No. 2014-24.

ORDINANCE NO. 2014-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED "POLICE PENSION FUND"; AMENDING SECTION 54-122, DEFINITIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING RIGHTS OF CERTAIN SEPARATED EMPLOYEES NOT AFFECTED; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2014-24 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ted Nofall, citizen, asked if the actuarial statement was received prior to second reading. Mayor Green said yes.

Motion carried unanimously by roll call vote.

CORPORATE MEETING

8. Port Orange Business Park Property Owner's Association, Inc.

Council recessed at 6:57 p.m. to hold a Port Orange Business Park Property Owner's Association, Inc. meeting, minutes of which are under separate cover.

Council reconvened at 7:02 p.m.

CITIZEN PARTICIPATION (Agenda)

9. Frankie Raley - Water Bill issue at 101 Palm Castle Drive

Ms. Raley did not attend. Mayor Green asked how the City handled this water bill issue. Mr. Harden explained that Staff waived the sewer portion. The water meters in the trailer park are privately owned. Staff reads the meters but they don't belong to the City. The meters are not working right and Staff cannot get in to test them. Staff believes the bill should stand and the Park owner should be responsible for the payment. The park should be on a master meter owned by the City.

Motion to continue until January 20,
2015 to allow the homeowner to attend
was made by Councilman Burnette, and
Seconded by Vice Mayor Bastian.
Motion carried unanimously by voice
vote.

10. Pop Warner Football club update

Bobby Ball provided an update to Council regarding the Pop Warner Football club. The speedway is donating 500-600 seats. The Club has applied for a grant from the speedway property landlord. Mayor Green and Council Members thanked Mr. Ball for his service with the community.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Schaefer addressed Council regarding the financial reports posted on the website. He would like to see the September, 2014 report posted on the website, as well as the final yearly report. Mr. Harden said the reports will be posted as soon as they are ready.

Newton White, citizen, addressed Council regarding public records requests and fees attached to them. He encouraged Council to fund a project to scan the records so they are available for citizens to search from the website. He also said the search engine on the website needs work. The results are not accurate.

Carlos Marchbanks, citizen, addressed Council regarding the outstanding utility lien on a short sale at 94 Woodlake Drive. He asked for a reduction on the \$3,400 lien. Mayor Green asked Mr. Harden to look into the issue and help out.

Dianne Gardner, citizen, addressed Council regarding contract issues with City projects. She thanked Council for tabling the Chamber of Commerce contract so that due diligence could take place.

Mike Gardner, citizen, addressed Council regarding clarity of the agenda items.

Mr. Nofall addressed Council regarding transparency of the City. He asked Council to get involved in the process. He encouraged Council to make some Charter changes as to the City Manager's authorities.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Ford discussed his concern with there not being a central after-hours number for citizens. He understands additional staff may be needed. He suggested the community service office man the police department 24 hours a day. He asked Mr. Harden to investigate options. He also would like the Emergency Management Plan brought up to date. Mayor Green agreed.

Councilman Burnette also agreed. He suggested checking with surrounding communities to see what they are doing. He asked for the status of the Public Utilities and Public Works Director positions. Mr. Harden advised that he has not worked on the Public Works Director position. He has another strong candidate he is working with for the Utilities position. Councilman Burnette asked what the status is of the walk lights on Dunlawton Avenue. Mr. Harden will provide a report. Councilman Burnette wants materials early for the flooding workshop.

Vice Mayor Bastian echoed his concern with the lights on Dunlawton Avenue. He read the proclamation for Florida's First Responders Awareness Week. Mayor Green thanked the support staff as well. Vice Mayor Bastian showed pictures of damage along the sides of Yorktowne Blvd. from vandalism.

Councilman Stiltner thanked Brandon Galbreath and Aunt Catfish for their service to the City Staff before the holidays.

Mayor Green believes the Staff does a great job with public records requests. He doesn't believe there has been a refusal of information.

Margaret Roberts, City Attorney, advised that there is no impact relating to the Police Pension Ordinance No. 2014-24. The actuarial statement was received by Staff.

12. Council Discussion on Goals

Councilman Stiltner's goals are as follows:

- 1) Complete search and hiring process for the new City Manager of Port Orange.
- 2) See that all vacant and interim Department Head positions within the City are filled.
- 3) Develop succession plans for the Police Department to replace Chief of Police, Assistant Chief of Police, and Patrol Division Captain upon their retirements during CY 2015.
- 4) Continue to implement changes in the City's Finance Department to include;
 - Achieve full staffing levels in the Finance Department
 - Stream line accounts structure
 - Receive concise and accurate monthly finance reports
 - Upgrade software and technology as needed
- 5) Develop and revise ongoing plans to improve City flooding / drainage issues.
- 6) Develop comprehensive plans to maintain and replace key elements of the City's Water and Utilities infrastructure, to include identifying funding for future repairs and replacements.
- 7) Begin ground breaking and development of Riverwalk phase #1. Keep plans on track.
- 8) Revise, develop and implement plans to improve City aesthetics and beautification of main corridors, medians, parks, common areas, government buildings, etc. (includes maintenance)
- 9) Develop plans to begin utilizing the old police department as a City Services Complex to better serve our residents.
- 10) Work with community groups and Parks & Recreation to develop, promote and implement 3 - 4 new festivals or events for our residents to enjoy at the City Center complex.

Vice Mayor Bastian discussed the priorities from the visioning workshop held in January 2014, as follows:

- 1) Clear, representative quarterly report (tracked monthly) to council on financial status of city (P&L, balance sheet, etc.)
- 2) Develop annual plan for funding long term obligations – pensions, bonds, etc.
- 3) Review and revise as needed codes and zoning for consistency with comp plan and council approval (clarity, uniformity)
- 4) Finalize and implement plan for River Walk

- 5) Develop a plan to improve internal communication
Timeliness
Council/staff – 2-way
Council – intra
Employees – 2-way
- 6) Develop master plan for Parks and Recreation (visionary with advisory committee; needs assessment)
- 7) City wide succession planning
- 8) Update emergency management plan and relocation of EOC
- 9) Study of distribution of officers geographically and tasks – staffing levels and standards of cover study for Fire Department
- 10) Develop beautification plan for entire city – medians, rights of way, city facilities, etc. (including maintenance)

Councilman Burnette agreed with some of the goals mentioned above and provided the following:

- 1) Hire a director for Public Utilities & Public Works
- 2) Flooding solutions and infrastructure repair and replacement plans
- 3) Succession planning
- 4) Hire an outside realtor to market the properties in Eastport
- 5) Riverwalk Park continuation and events
- 6) Cancel the grandfathering of properties on Ridgewood Ave.
Continue offsite retention throughout Ridgewood corridor
Improve gateway features, signage, and medians
- 7) Work with community groups and Parks & Recreation to develop, promote and implement 3 - 4 new festivals or events for our residents to enjoy at the City Center complex.
To include discussion on a Sports Complex
- 8) Riverside trail
- 9) Median improvements and walk light improvements on Dunlawton
- 10) Monitor landscaping contracts

Councilman Ford would like the goals transcribed for the new City Manager. He wants Council to be more serious about their goals. Most of the goals from last year still need to be handled. He offered the following as his goals for 2015:

- 1) Quality financial reporting on a quarterly basis that tracks reserves and is open to citizens
- 2) Continue efforts to improve Ridgewood Corridor and lower Dunlawton
- 3) Continue Riverwalk Park development
- 4) Update Riverwalk corridor plan

- 5) Landscape south Ridgewood
- 6) Continue purchasing distressed properties
- 7) Increase law enforcement presence in the Ridgewood corridor
- 8) Plan riverside urban trail
- 9) Stabilize neighborhoods – particularly Commonwealth
- 10) Ensure quality public safety services (succession plans)

Mayor Green asked that the goals be provided in one document to each Council Member. He wants each goal to be tied to funds for implementation. He wants to ensure Finance is properly equipped to do their jobs. Mr. Harden will provide a comprehensive list of the goals.

TABLED ITEMS

13. Services Agreement with Port Orange/South Daytona Chamber **(Tabled 12/9/14)**

This item remained on the table.

14. Resolution No. 14-82- Adopting New Water, Wastewater and Reclaimed Water Rates **(Tabled 12/9/14)**

This item remained on the table. It is scheduled to be brought back to Council on January 20, 2015.

CONSENT AGENDA

15. Approval of Minutes
 - a. December 2, 2014 - Regular City Council Meeting
 - b. December 9, 2014 - Regular City Council Meeting
 - c. December 16, 2014 - Special City Council Meeting
16. November 2014 Project Manager's Summary Report
17. Resolution No. 15-1 - Authorizing Grant Application to Walmart Foundation
18. Resolution No. 15-2 - Budgeting \$1,297,500 of State Funds from the Department of Environmental Protection (DEP) for Cambridge Canal Phase II & III
19. 1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road
20. Riverwalk Park
 - a) Resolution No. 15-3 - Proposed ECHO Grant Application - Riverwalk Park Phase I
 - b) Resolution No. 15-4 - Budgeting Florida Inland Navigation District (FIND) Grants for Riverwalk Launch & Boardwalk North A and for Riverwalk Boardwalk & Waterfront Park North B Design
21. Settlement in the case of Jose Ortiz vs. City of Port Orange – Case No. 2012-32510 CICl

22. Resolution No. 15-5 - Budget Amendment for City Clerk Personnel, Walmart Foundation Grant and Police Education Trust Fund

23. FY15 Fleet Purchases

- a) Purchase of Valve Maintenance Trailer for Public Utilities
- b) Purchase of a Pierce Impel FR Custom PUC Pumper
- c) Purchase of a 2015 Freightliner M2 Chassis with Grapple Loader & Body
- d) Purchase of Landscape Maintenance equipment from John Deere & Co.
- e) Purchase of Toro Landscape Maintenance equipment from Wesco Turf
- f) Purchase of John Deere 5065E Tractor from South Daytona Tractor
- g) Purchase of lights and accessories for Police & Fire Vehicles from Morganelli & Associates

24. Waive bid irregularities and award contract for T-shirts and uniforms for sports teams and staff in various departments

25. Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 Halifax Dr.

26. Correction of Dealer Identification for Three Vehicle Purchases

Motion to approve Consent Agenda
Items #15, 16, 21, 25, and 26 was made
by Vice Mayor Bastian, and Seconded
by Councilman Burnette. Motion carried
unanimously by voice vote.

Item #17 – Resolution No. 15-1 - Authorizing Grant Application to Walmart Foundation

Mayor Green read Resolution No. 15-1.

Motion to approve Resolution No. 15-1
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.

Mayor Green thanked Walmart for the grant. Councilman Burnette asked that someone report to Council after the grant is received and that there be some sort of marketing campaign for public notification.

Jerry Monahan, Police Chief, advised Council that the MedReturn Drug Collection Unit will be located at the Police Department.

Mr. Schaefer asked if there will be other expenses. Chief Monahan said the unit is completely paid for by the grant from Walmart and there are no marketing expenses to the City. Mr. Schaefer is concerned with the temptation of the prescriptions being received. He believes there may be temptation for evidence to disappear. He has had issues with the Port Orange Police Department in the past. Chief Monahan told him to put it in writing if he has a complaint against the Police Department and it will be completely investigated. He advised Council that the Port Orange Police Department is

nationally accredited, which requires evidence audits. Port Orange has been #1 in the amount of drugs that have been dropped off but the program is ending. This unit and grant will fill that void.

Mr. Gardner was happy to hear the details of the program and placement of the unit. He was concerned about the unit being outside. He asked for more details on agenda items.

Motion carried unanimously by roll call vote.

Item # 18 – Resolution No. 15-2 - Budgeting \$1,297,500 of State Funds from the Department of Environmental Protection (DEP) for Cambridge Canal Phase II & III

Mayor Green read Resolution No. 15-2.

Motion to approve Resolution No. 15-2 was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

Mr. White expressed his frustration for the flooding at his property.

Mr. Noftall agreed with Mr. White's concerns. He asked if there is any opportunity to move this money to another project within the City. Mr. Harden believes the project change would need to go back to the legislature.

Motion carried unanimously by roll call vote.

Item #20(a) – Resolution No. 15-3 - Proposed ECHO Grant Application - Riverwalk Park Phase I

Mayor Green read Resolution No. 15-3.

Motion to approve Resolution No. 15-3 was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

Mr. Noftall asked for an annual budget amount for maintenance costs of Riverwalk Park.

Motion carried unanimously by roll call vote.

Item #20(b) – Resolution No. 15-4 - Budgeting Florida Inland Navigation District (FIND) Grants for Riverwalk Launch & Boardwalk North A and for Riverwalk Boardwalk & Waterfront Park North B Design

Mayor Green read Resolution No. 15-4.

Motion to approve Resolution No. 15-4
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote, after no public comments.

Item #22 – Resolution No. 15-5 - Budget Amendment for City Clerk Personnel, Walmart Foundation Grant and Police Education Trust Fund

Mayor Green read Resolution No. 15-5.

Motion to approve Resolution No. 15-5
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.

Councilman Ford asked if the City Clerk personnel will help prepare minutes quicker. Robin Fenwick, City Clerk, advised that all minutes are prepared for the next meeting agenda for all Board meetings and most Council meetings. Councilman Ford suggested assigning due dates for minutes. Ms. Roberts advised that draft minutes are available as soon as they are completed. Ms. Fenwick encouraged Councilman Ford to contact her anytime he needs records.

Motion carried unanimously by roll call
vote.

Item #23(a) – FY15 Fleet Purchases

a) Purchase of Valve Maintenance Trailer for Public Utilities

Mr. Noftall asked if this is new equipment or replacement. Mr. Harden advised that it is a new machine and is needed for more efficiency in valve maintenance.

Motion to approve the purchase of valve
maintenance trailer for Public Utilities
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by voice
vote.

Item #23(b) - Purchase of a Pierce Impel FR Custom PUC Pumper

Vice Mayor Bastian asked if this equipment is replacing another truck. Ken Burgman, Deputy Chief, advised that this truck is replacing two other vehicles. The truck will do two jobs in one vehicle.

Motion to approve the purchase of a Pierce Impel FR Custom PUC Pumper was made by Vice Mayor Bastian, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Item #23(c) – Purchase of a 2015 Freightliner M2 Chassis with Grapple Loader & Body

Mr. Harden advised that this is a replacement. It is used to pick up tree trimmings and other yard waste of the City..

Motion to approve the purchase of a 2015 Freightliner M2 Chassis with Grapple Loader & Body was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote after no public comments.

Item #23(d) - Purchase of Landscape Maintenance equipment from John Deere & Co.

Councilman Ford asked why this equipment is needed since there was leftover equipment after the landscaping contract was awarded. He also wanted to know why Port Orange Mower was not being used. Mike Silvey, Interim Public Works Director, advised that this is a piggyback purchase for equipment that Port Orange Mower doesn't sell. He advised that this equipment is added for the golf course.

Vice Mayor Bastian asked why additional mowers are needed after five were purchased last year. Mr. Silvey advised that the purchases last year were in the Capital Improvement Plan but were accelerated. This mower is a specialty mower for the golf course.

Mr. Nofall asked what equipment is being purchased and where will they be used. Mr. Silvey said two Gators are being purchased; one will be used by Parks and Recreation and the other will be used at Cypress Head Golf Course. Mr. Nofall asked how these golf course expenses are tracked back to the golf course. Mr. Harden said there is a rental line item in the golf course budget. Tracey Riehm, Interim Finance Director, said the funds are transferred monthly.

Motion to approve the purchase of landscape maintenance equipment from John Deere & Co. was made by Vice Mayor Bastian, and Seconded by

Councilman Burnette. Motion carried
unanimously by voice vote.

(e) Purchase of Toro Landscape Maintenance equipment from Wesco Turf

Motion to approve the purchase of Toro
Landscape Maintenance equipment
from Wesco Turf was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried
unanimously by voice vote.

(f) Purchase of John Deere 5065E Tractor from South Daytona Tractor

Motion to approve the purchase of John
Deere 5065E Tractor from South
Daytona Tractor was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette.

Mr. Silvey stated this is new equipment going to Parks.

Mr. Noftall asked why Staff is buying more lawn equipment if Council wants to get out of the lawn care business.

Susan Lovallo, Parks & Recreation Director, advised that the athletic fields are mowed and maintained by City Staff because of the huge investment of the sod.

Jon Cheney, citizen, expressed his concerns with the City mowing the ball fields. He believes it should be done by a contractor in the business and overseen by City Staff.

Motion carried unanimously by voice
vote.

(g) – Purchase of lights and accessories for Police & Fire Vehicles from Morganelli & Associates

Motion to approve the purchase of lights
and accessories for Police and Fire
vehicles from Morganelli & Associates
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by voice
vote.

Item #24 – Waive bid irregularities and award contract for T-shirts and uniforms for sports teams and staff in various departments

Motion to waive bid irregularities and award contract for T-shirts and uniforms for sports teams and staff in various departments was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

REGULAR AGENDA

27. Reject All Bids for Cambridge Canal Bank Armoring and Pump Station Improvements Bid #15-07.

Motion to reject all bids for Cambridge Canal Bank armoring and pump station improvements was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Vice Mayor Bastian asked what happened with the bids.

Andrew Gianinni, Quentin L. Hampton & Associates, explained the need to reject the bids.

Councilman Burnette is concerned that the project was not shovel-ready when he reported it was to legislature representatives.

Mr. Noftall asked if the design has been paid for. Mayor Green said yes.

Mr. Cheney asked if items will be deleted and added or just deleted. Mr. Gianinni said the re-bid will not include the debris rake and will include the base bid wall and repairing the pumps with the outlet cones. Mr. Cheney is concerned the new bid will result in price changes because bidders have seen other's prices.

Motion carried 3-2 by roll call vote with Councilman Burnette and Ford voting no.

28. Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and Lemon St, west of FEC Railroad

This item was withdrawn by the applicant prior to the meeting.

29. Totem Pole location

Mayor Green supports the Adult Center location. John Carlton, Wood Carving Club, said they have a preference for the City Hall complex.

Motion to place the totem pole at City Center's east side to include the maintenance of the totem pole was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

A ribbon cutting will be held with proclamations/recognition at that time.

30. Soccer field re-leveling project

a. Contract award for soccer field re-leveling

Motion to approve the contract award for soccer field re-leveling was made by Vice Mayor Bastian, and Seconded by Councilman Ford.

Ms. Lovallo believes both fields are a priority and she would like the projects to be approved with the funds allocated by Finance.

Councilman Ford expressed disappointment with the increase in costs for the re-leveling.

Councilman Burnette wants to do both fields.

Councilman Stiltner asked if grading is included. Bobby Ball, Zev Cohen, said it is under item #6, fill dirt.

Mr. Gardner suggested postponing the golf course renovations to fund parks and fields for the kids.

Mr. Noftall asked for clarification regarding the budgeting of the fields. Councilman Ford said he discussed the fields for a few months before the soccer club appeared before Council. He walked the fields and agreed it needs to be fixed. Mr. Noftall asked how Parks Staff didn't catch the need to be refurbished. Mayor Green said they were going to be refurbished but they moved it forward faster. Ms. Lovallo said this project was deferred as long as it could be. It has been in the CIP but was unfunded.

Motion amended to approve option #4 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette as amended. Motion carried 4-1 by roll call vote with Mayor Green voting no.

b. Resolution No. 15-6 - Budgeting Additional Funds for Soccer Field Re-Leveling

Mayor Green read Resolution No. 15-6.

Motion to approve Resolution No. 15-6 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Mayor Green voting no.

31. Lobbying Services Agreement with Pittman Law Group

Motion to approve the agreement with Pittman Law Group was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Vice Mayor Bastian supports this lobbyist because of his success in recent years.

Councilman Burnette supports having a lobbyist.

Councilman Ford doesn't support having a lobbyist and doesn't believe Mr. Pittman helped get the recent funds. He believes the Council Members did it themselves.

Mr. Noftall agreed with Councilman Ford. He believes Council Members should go to Tallahassee themselves.

Motion carried by 3-2 roll call vote, with Councilman Stiltner and Councilman Ford voting no.

32. Pumpkin Festival Agreement

Ms. Roberts asked Council to discuss fee waivers. The proposed agreement prepared by the City Attorney's Office includes the Council's direction of waiving \$12,000. The event planner is requesting that more fees be waived.

Ms. Lovallo said she spoke to the event planner and he is reviewing the document with his attorney.

Motion to table pending review of the event planner and/or his legal staff was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

COMMENTS

33. City Attorney Comments

Ms. Roberts discussed past practices relating to the following items that are handled by the City Attorney without being taken to Council:

1. Utility or Stormwater Easements being released or replaced with another that is in conformance with the City's Code.
2. Subdivision Improvement Agreement and Site Improvement Agreement when they are assigned to a new developer with no other changes to the plans.
3. Satisfaction/Release of Liens
4. Funds being released under a contract (i.e.: escrow funds) once the contract terms are complied with.

Councilman Ford requested some time to think about the items discussed. He'd like to look at some of the types of documents. He asked for something in writing. Ms. Roberts will bring something back to Council for consideration.

34. Interim City Manager Comments

Mr. Harden advised Council that Skip Irby has agreed to accept the Fire Chief position effective February 1, 2015.

He has chosen Pegasus Engineering firm to study the berm issue. There is no agreement at this time but there will be one shortly.

He advised Council that using reserves for one-time projects is an appropriate usage.

Mr. Harden advised that he and the City Clerk are well versed in the public records laws and asked that requests be funneled through the City Clerk's Office to ensure they are handled properly and the appropriate fees are charged and collected. Staff understands these requests are important but they are also time-consuming. Requests for records that do not exist are frequently received but there is no requirement to create records or do research. Staff does their best to provide records that exist in a timely manner. He asked citizens to contact the City Clerk if there are any problems.

Regular City Council Meeting

January 6, 2015

Page **18** of **18**

ADJOURNMENT: 9:52 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Building Activity Report and Development Activity Report for December, 2014

DEPARTMENT: Community Development

RECOMMENDED MOTION: To accept the Staff Reports (Building Activity Report and Monthly Development Activity Report).

SUMMARY:

The attached Staff Reports include the Development Activity Report and the Building Activity Report. These reports provide information on proposed development, projects under construction, commercial code enforcement activity, and monthly building permits and updates.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Building Activity Report	Building Report - Dec 2014.pdf
2.	Development Activity Report	Development Activity Report - Dec. 2014.pdf

Perney, Gwen
Clark, Wayne
Harden, David

Created/Initiated - 01/02/2015
Approved - 01/06/2015
Final Approval - 01/06/2015



CITY OF PORT ORANGE COMMUNITY DEVELOPMENT ACTIVITY REPORT DECEMBER 2014

BUILDING DIVISION

- PERMIT STATISTICS / REVENUE
- PERMITS ISSUED
- INSPECTION ACTIVITY
- CERTIFICATE OF OCCUPANCY ACTIVITY
- COMMERCIAL PROJECTS IN PLAN REVIEW
- YEAR-TO-DATE PERMIT STATISTICS

BUSINESS TAX DIVISION

- NEW BUSINESS LISTING

CODE ENFORCEMENT DIVISION

- CODE ENFORCEMENT ACTIVITY



CITY OF PORT ORANGE

BUILDING ACTIVITY REPORT

DECEMBER 2014

CUMULATIVE PERMIT STATISTICS				
DESCRIPTION	DEC 2013	DEC 2014	Y-T-D 13/14	Y-T-D 14/15
Total Applications Issued	327	374	1049	1185
Total Permits Issued	435	443	1416	1471
Total Value	\$9,958,258	\$4,493,549	\$31,917,679	\$25,150,968
Total Fees	\$85,621	\$58,605	\$256,699	\$219,040

NEW COMMERCIAL PERMITS ISSUED			
PROJECT	ADDRESS	CONTRACTOR	VALUATION
Wawa	1031 Dunlawton	Carl Pursell Construction	\$489,748
Jym-Fit	1657 Taylor Rd 102	Fantastic Homes Construction	\$81,111

RESIDENTIAL NEW HOME PERMITS ISSUED		
SUBDIVISION(S)	CONTRACTOR	NUMBER OF HOMES
Water's Edge	ICI Homes	2
Oakbrook II	Holiday Builders	1
Port Orange Plantation	D.R. Horton	0
Villages of Royal Palm	Winston James	1
	Monthly Total	4
	Year to Date Total	23

CUMULATIVE INSPECTION STATISTICS	
Total Inspections – This Period	1,234
Average Inspections Per Day	56
Average Inspections Per Inspector	16/DAY
	352/MONTH

CERTIFICATES OF OCCUPANCY	
Residential Construction	10
Commercial Construction	3
TOTAL	13

COMMERCIAL CERTIFICATES OF OCCUPANCY DETAILS	
Popeye's	1678 Taylor Rd
Neurologist Office	870 Dunlawton 109
Title Boxing Club	3861 Nova B

RESIDENTIAL CERTIFICATES OF OCCUPANCY DETAILS		
SUBDIVISION	CONTRACTOR	NEW HOMES
Water's Edge	Intervest	7 - Single Family Residence
Oakbrook	Holiday Builders	2 - Single Family Residence
Port Orange Plantation	D R Horton	1 - Single Family Residence
Villages of Royal Palm	Winston James	0 - Single Family Residence
	Monthly Total	10
	Year to Date Total	31

COMMERCIAL PLAN REVIEW

NEW BUILDINGS					
PERMIT	ADDRESS	JOB NAME	DATE SUBMITTED	ESTIMATED VALUE	SQUARE FOOTAGE
14-2119	3661 Clyde Morris	Shell Building	5/28/14	\$431,396	3,995
14-2969	1740 Dunlawton	Wawa	7/17/14	\$541,226	6,119
14-3126	3750 Nova	Auto Zone (addition)	7/31/14	\$923,760	8,000
14-3711	527 Virginia	Warehouse	9/11/14	\$82,500	3,520
14-3712	523 Virginia	Warehouse	9/11/14	\$82,500	3,520
14-4641	5790 Journey's End	Mellow Mushroom	11/11/14	\$1,400,000	7,567
14-4852	920 Village Trail	Rossi's Cafe	11/26/14	\$320,166	2,450
14-5039	1744 Dunlawton	Culver's	12/12/14	\$641,359	4,011
14-5118	1752 Dunlawton	Goodwill	12/19/14	\$2,580,911	22,431

PERMIT	ADDRESS	JOB NAME	DATE SUBMITTED	ESTIMATED VALUE
14-2283	1820 Dunlawton 101	Vanilla Shell	6/4/14	\$50,000
14-2284	1820 Dunlawton 102	Vanilla Shell	6/4/14	\$60,000
14-2285	1820 Dunlawton 103	Vanilla Shell	6/4/14	\$60,000
14-2400	1812 Dunlawton 104	Gondolfo's	6/12/14	\$65,000
14-3215	53 Dunlawton	Biggby Coffee	8/5/14	\$32,000
14-4003	1657 Taylor 102	Jym Fit	9/30/14	\$120,000
14-4007	4647 Clyde Morris 504	Tomoka Brewing	9/30/14	\$27,976
14-4168	3818 Nova C	Car People Marketing	10/9/14	\$195,000
14-4875	3781 Nova E	Lee Nails	12/1/14	\$52,000
14-5082	5537 Williamson 775	Advanced Medical	12/17/14	\$445,766
14-5094	5134 Clyde Morris	Vanilla Shell	12/18/14	\$54,400

NEW COMMERCIAL BUSINESSES	
Henry Fehrman Air & Heat	5614 Ridgewood Ave.
Popeye's Louisiana Kitchen	1678 Taylor Rd.
Jimmy's Auto	5816 Ridgewood Ave.
Dermatology On The Spot	3951 Nova Rd. 3
Complete Foot Care Associates	5535 S. Williamson Blvd. #727
Volusia Tax Filers, LLC	5295 Nova Rd.
Arc4Life	5889 S. Williamson Blvd. #1416
Orlando Auto Sales	4715 Ridgewood Ave.
Jerry L. Oestmann, PhD	1730 Dunlawton Ave., 3
Gandolfo's Deli	1812 Dunlawton Ave., 104

Prepared Date: 1/2/2015

Monthly Report

City of Port Orange

For StartDate: 12/1/2014

To EndDate: 12/31/2014

Inspector: <All>

CaseType: <All>

Case Type Code Description	Case Type Code	#of Cases Opened	# of Cases Closed	# of Inspections	# of Pending/Active Cases
COMM FENCE/WALL COMPLAINT	CFWC	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
COMM PROP LICENSE COMPLAINT	CPLC	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>
COMM PROP MISC COMPLAINTS	CPMC	<u>6</u>	<u>3</u>	<u>7</u>	<u>13</u>
COMM PROP VEHICLE COMPLAINT	CPVC	<u>1</u>	<u>1</u>	<u>2</u>	<u>0</u>
COMM PROPERTY MAINT PROGRAMCPMP		<u>2</u>	<u>0</u>	<u>2</u>	<u>34</u>
COMM PROPERTY SIGN COMPLAINTCSGN		<u>4</u>	<u>3</u>	<u>7</u>	<u>3</u>
COMM TRASH/DEBRIS COMPLAINT	CTDC	<u>1</u>	<u>1</u>	<u>2</u>	<u>0</u>
COMM WORK WITHOUT A PERMIT	CWWP	<u>1</u>	<u>0</u>	<u>1</u>	<u>3</u>
COMMERCIAL BACKFLOW DEVICES	CBFD	<u>14</u>	<u>8</u>	<u>20</u>	<u>15</u>
EXCESSIVE NOISE	EXNO	<u>1</u>	<u>0</u>	<u>1</u>	<u>1</u>
FORECLOSURE	FRCL	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
HIGH WEEDS AND GRASS	HWG	<u>13</u>	<u>16</u>	<u>16</u>	<u>51</u>
POOL MAINTENANCE VIOLATION	POOL	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
RES COMM/REC PARK VIOLATIONS	CRPV	<u>6</u>	<u>5</u>	<u>8</u>	<u>5</u>

Prepared Date: 1/2/2015

Monthly Report

City of Port Orange

For StartDate: 12/1/2014

To EndDate: 12/31/2014

Inspector: <All>

CaseType: <All>

Case Type Code Description	Case Type Code	# of Cases Opened	# of Cases Closed	# of Inspections	# of Pending/Active Cases
RES FENCES AND WALLS	FNWL	3	2	3	9
RES GARAGE SALE SIGN VIOLATION GSSV	GSSV	0	1	0	0
RES GARAGE SALE VIOLATION	GSPV	0	1	0	0
RES GARBAGE/TRASH/JUNK/DEBRIS GTJD	GTJD	13	10	20	10
RES HOUSING CODE VIOLATIONS	HCVL	4	3	5	13
RES MISCELLANEOUS COMPLAINTS RMIS	RMIS	20	18	31	26
RES OCC LICENSE COMPLAINT	OCLC	2	3	2	4
RES OUTSIDE STORAGE/APPLIANCES STA	STA	11	7	10	15
RES OUTSIDE STORAGE/VEHICLES OSTV	OSTV	8	17	12	16
RES PARKING IN FRONT YARD	PIFY	8	11	13	13
RES TREE REMOVAL COMPLAINT	TREE	4	5	4	3
RES WATER OFF NON-PAY	WONP	0	0	0	2
RES WORKING WITHOUT A PERMIT WWOP	WWOP	18	13	20	33
TEMPORARY SIGNS	TS	0	1	0	0

Prepared Date: 1/2/2015

Monthly Report

City of Port Orange

For StartDate: 12/1/2014

To EndDate: 12/31/2014

Inspector: <All>

CaseType: <All>

Case Type	Case Code	Description	Case Type	Case Code	#of Cases Opened	# of Cases Closed	# of Inspections	# of Pending/Active Cases
UNSAFE BUILDING ABATEMENT	UNSF				0	0	0	3
WATERING RESTRICTIONS	WTRS				2	0	2	2
Total for :		Inspector: <All>			143	130	189	282

CITY OF PORT ORANGE MONTHLY DEVELOPMENT ACTIVITY REPORT



Lot 2, New Port Commercial Subdivision (Jimmy John's)

CITY COUNCIL

allen green, mayor
drew bastian, vice mayor
bob ford, councilman
donald burnette, councilman
scott stiltner, councilman
david harden, interim city manager

PLANNING COMMISSION

thomas jordan, chairperson
frank crooks, vice chairperson
michael arminio, commissioner
richard barker, commissioner
lance green, commissioner
john junco, commissioner
sonya laney, commissioner

DECEMBER 2014

RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENT PROJECTS

DECEMBER 2014

Residential

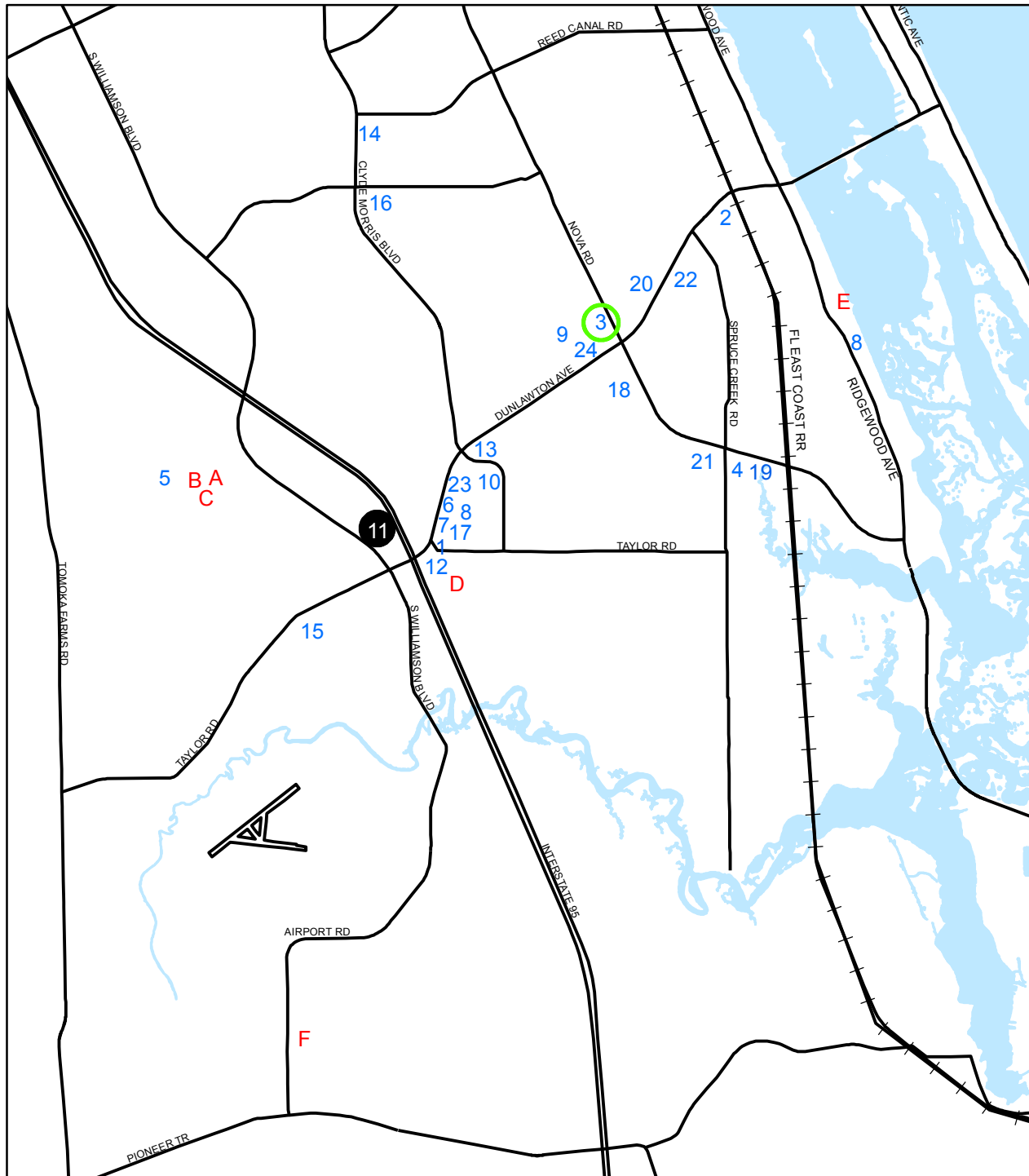
- A Port Orange Plantation IV-A & B
- B Port Orange Plantation IV-C
- C Port Orange Plantation IV-D & E
- D Reedy Creek North
- E Riverbank Properties
- F Water's Edge, Phase XII

Non-Residential

- 1 Altamira Shopping Village
- 2 Atlantic Marine
- 3 Autozone
- 4 Circle K
- 5 Coraci Sports Park
- 6 Culver's
- 7 Dunlawton Commons - Unit 4
- 8 Dunlawton Yorktowne - Unit 5
- 9 FPL Magnolia Substation
- 10 Gaffka Scott Enterprises
- 11 Heartland Dental
- 12 Mellow Mushroom
- 13 Murphy Oil
- 14 New Port, Lot 2 (Jimmy John's)
- 15 Our Savior's Lutheran Church
- 16 Palmetto Pointe Marketplace PCD
(Walmart Neighborhood Market)
- 17 Port Orange Goodwill
- 18 Rossi Side Street Cafe
- 19 Sparks Concrete
- 20 Splash Car Wash
- 21 Spruce Creek Center
- 22 Vystar Credit Union
- 23 Wawa Dunlawton-Yorktowne
- 24 Wawa Dunlawton

● New Project

○ Change In Status



RESIDENTIAL DEVELOPMENT PROJECTS

December 2014

 = addition to the development activity report

 = change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments
				Under staff review	D. O. issued	Pre-con held	ABC completed	Const. Permit issued	Under construction	Final inspection	C.O. issued	
A	Port Orange Plantation, Phase IV-A & B / subdivision	E. side of Coraci Blvd, N. of Town West Blvd.	119 single-family lots on ±57 acres	X								Awaiting 1st Resubmittal
B	Port Orange Plantation, Phase IV-C / subdivision	1548 McGinnis Ave. / north of Town West Blvd., between McGinnis Ave.& Peach Blossom Blvd.	49 single-family lots on 15.7 acres	X	X	X	-	X	X			Under construction
C	Port Orange Plantation, Phase IV-D & E / subdivision	E. side of Coraci Blvd, N. of Town West Blvd.	75 single-family lots on ±23 acres	X								Awaiting 1st Resubmittal
D	Reedy Creek North / subdivision	E. side of Boggs ford Rd., south of Taylor Rd.	5 single-family lots on 5.151 acres	X	X	X	X	X	X			Under construction
E	Riverbank Properties, replat	NE corner of Katherine St. and Palmetto St.	3 single-family lots on 0.72 acres	X	X							On hold
F	Water's Edge, Phase XII / subdivision	East of Airport Rd., west of Calistoga Cir., north of Pioneer Trail	98 single-family lots on 36.2 acres	X	X	X	-	X	X			Under construction

Case No./
Planner

14-50000006
PGC

13-50000003
TPB

14-50000007
PGC

14-50000002
14-60000002
PGC

13-50000001
TPB

06-50000004
TPB

NON-RESIDENTIAL DEVELOPMENT PROJECTS

December 2014

 = addition to the development activity report

= change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments	Case No./ Planner
				Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued		
1	Altamira Shopping Village	Space Coast Credit Union / new construction	1788 Dunlawton Ave.		X	X	X	X	X			Under construction	13-80000008 BP #14-1224 PGC
		Commercial Subdivision Replat	1790 Dunlawton Ave.	X								On hold	14-50000001 TPB
		Crosby Property / site plan	1736 Dunlawton Ave.	X								Scheduled for DRC 1/07/15	14-80000014 TPB
2	Atlantic Marine / site plan		619, 621, 627, & 631 Lemon St. 630 & 632 Ruth St.	X								Awaiting 2nd resubmittal from applicant	14-80000006 TPB
3	Autozone / new construction		3750 Nova Rd.	X	X	X						Pre-construction meeting held 12/12/14	14-80000003 BP #14-3196 PGC
4	Circle K / new construction		4040 Nova Rd.	X	X	X	X	X	X			Under construction	14-80000002 BP #14-2646 GKP
5	Coraci Sports Park, Phase 2 (multi-purpose field) / site plan modification		5200 Coraci Blvd.	X	X	X						Pre-construction meeting held 11/12/14	14-82000004 GKP
6	Culver's Restaurant / new construction		1744 Dunlawton Ave.	X	X							D.O. issued 12/09/14	14-80000009 BP #14-5039 GKP
7	Dunlawton Commons - Unit 4 / site plan		1760 Dunlawton Ave.	X								1st resubmittal under review	14-80000012 GKP
8	Dunlawton Yorktowne - Unit 5 / site plan modification		1770 Dunlawton Ave.	X								1st resubmittal under review	14-82000009 TPB
9	FPL Magnolia Substation / site plan & site plan modification		3760 Nova Rd.	X	X	X	X	X	X			Under construction	09-80000003 13-82000004 TPB
10	Gaffka Scott Enterprises, LLC (Gaff's Quality Meats) / site plan modification		5130 Clyde Morris Blvd.	X	X	X	X	X	X			Under construction	14-82000001 BP #14-1198 PGC

NON-RESIDENTIAL DEVELOPMENT PROJECTS

December 2014

 = addition to the development activity report = change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments	Case No./Planner
				Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued		
11	Heartland Dental / new construction	5445 S. Williamson Blvd.	3,215 SF dental office on 1.08 acres with associated site improvements	X								Scheduled for DRC 1/07/15	14-80000015 PGC
12	Mellow Mushroom / new construction	5790 Journey's End Way	8,200 SF restaurant with associated landscaping, parking, utilities, and stormwater drainage on 1.48 acres	X								DO pending approval of minor subdivision	14-80000005 BP #14-4641 PGC
			Application to shift the south lot line of Lot 1 to the south 50 feet, thereby increasing Lot 1 by 0.34 acres.	X								Under review	14-55000002 PGC
13	Murphy Oil / new construction	1590 Dunlawton Ave.	A replat to subdivide 0.97 acres from a 21.86 acre parent tract to create a new outparcel for a fueling station	X								Awaiting 1st resubmittal	14-50000004 PGC
			1,200 SF gas station with 12 fueling stations on 0.97 acres	X								Awaiting 1st resubmittal	14-80000008 PGC
14	New Port, Lot 2 (Jimmy John's) / new construction	3661 Clyde Morris Blvd.	Two 3,995 multi-tenant buildings with drive-thrus, including associated landscaping, parking, and utilities on 1.75 acres	X	X	X	X	X	X			Under construction	14-80000001 BP #14-2119 GKP
15	Our Savior's Lutheran Church / site plan modification	1715 Taylor Rd.	4,481 SF classroom building addition to an existig church with associated parking, landscaping, and stormwater retention	X								D.O. issued 12/12/14	14-82000007 GKP
16	Palmetto Pointe Marketplace PCD (Walmart Neighborhood Market) / new construction	Southeast corner of Clyde Morris Blvd. & Madeline Ave.	Rezoning of 13 (+/-) acres from PUD to PCD; Establish a master development agreement and conceptual development plan	X								Tentatively scheduled for PC 2/26/15	14-65000001 TPB
			Subdivision of 52.7 (+/-) acres into 5 lots and 2 tracts	X								Tentatively scheduled for PC 2/26/15	14-50000003 TPB
			42,000 square foot grocery store and 9,600 square foot commercial multi-tenant building along with associated site and off-site improvements on 10.3(+/-) acres	X								On hold	14-80000007 TPB
17	Port Orange Goodwill / new construction	1752 Dunlawton Ave.	22,342 SF retail building on 2.94 acres with associated site improvements	X								1st resubmittal under review	14-80000011 GKP
18	Rossi Side Street Café / new construction	920 Village Tr.	2,450 SF restaurant on 0.73 acres with associated site improvements	X								DRC scheduled for 1/07/15	14-80000013 DP
19	Sparks Concrete / new construction	4110 Nova Rd.	Installation of a portable concrete batch plant on an existing commercial/industrial site with associated site improvements	X	X	X	X	X	X	X		Awaiting 2nd Final Inspection request	12-80000001 PGC

NON-RESIDENTIAL DEVELOPMENT PROJECTS

December 2014

☐ = addition to the development activity report

☐ = change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments
				Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued	
20	Splash Car Wash / site plan modification	901 Dunlawton Ave.	Additional driveway onto Jackson Ave.	X	X	X	X	X	X			Final inspection pending
21	Spruce Creek Center / site plan modification	4020 Nova Rd.	Modifications to a parking lot for an existing shopping center including resurfacing, striping, landscaping and irrigation on 3.99 acres	X								1st resubmittal under review
22	Vystar Credit Union / new construction	750 Dunlawton Ave	4,500 SF bank with 5 drive-thru lanes on 2.5 acres with associated site improvements	X								1st resubmittal under review
23	Wawa Dunlawton-Yorktowne / new construction	1740 Dunlawton Ave.	6,119 SF convenience store with 16 fueling station dispensers with associated site improvements on 1.85 acres	X	X							DO Issued 10/20/14
24	Wawa / redevelopment	1031 Dunlawton Ave.	Demolition of existing restaurant and construction of a 5,943 SF convenience store with 16 fueling pumps on 1.87 acres with associated site improvements	X	X	X	X	X	X			Under construction

Case No./
Planner

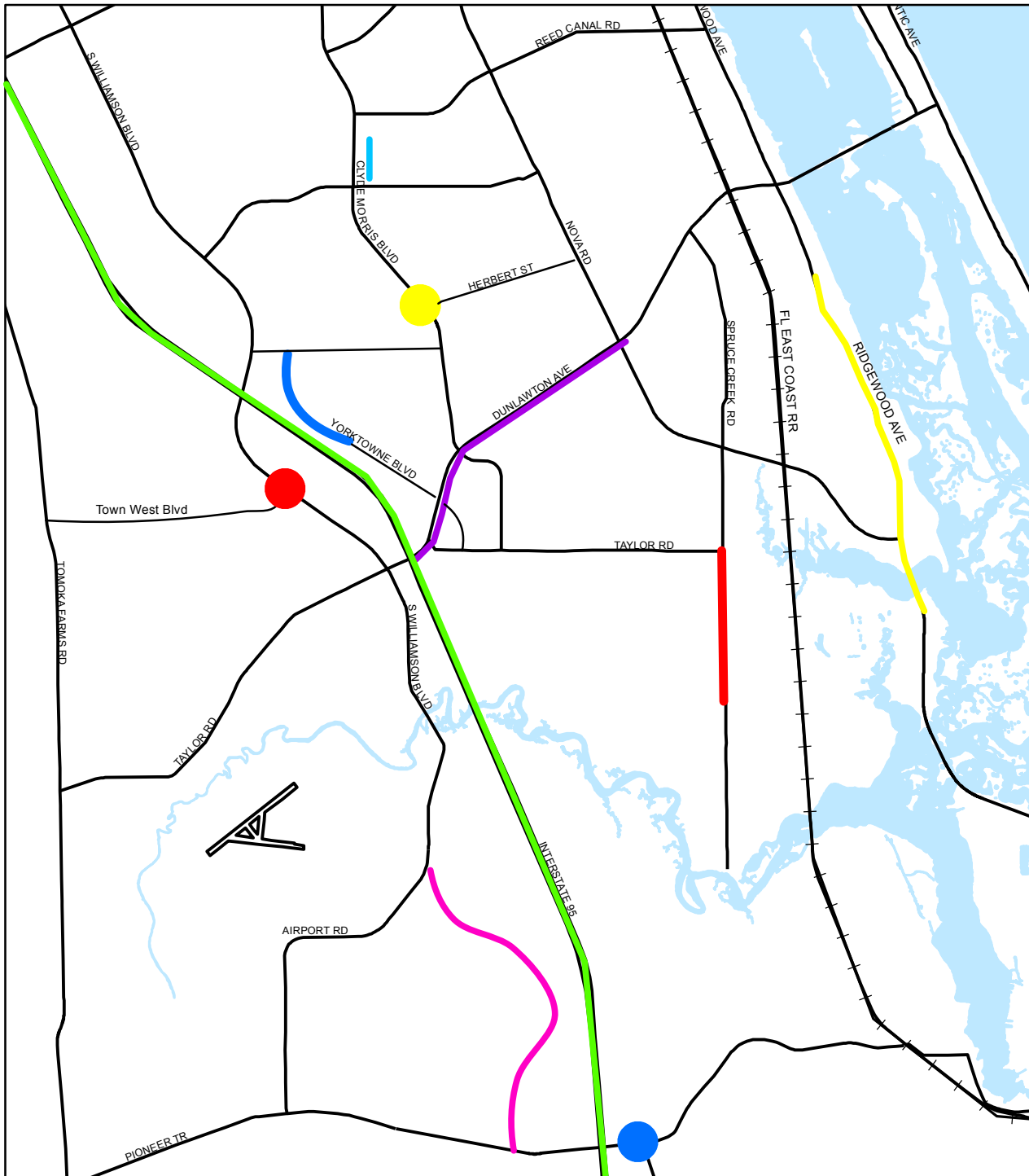
11-80000003
TPB

14-82000008
GKP

14-80000010
DP

14-80000004
BP #14-2969
GKP

13-80000005
BP #14-0808
TPB



ROADWAY DEVELOPMENT PROJECTS

DECEMBER 2014

- Dunlawton Avenue Resurfacing
- Herbert Street Turn Lane
- I-95 Widening
- Pioneer Trail at Turnbull Bay Road
- Ridgewood Avenue Resurfacing
- Southwinds Sidewalk
- Spruce Creek Road Sidewalk
- Town West Blvd. / Williamson Blvd. Signal
- Yorktowne Blvd. Extension
- S. Williamson Blvd. Extension

Project		Description	Jurisdiction	Status
Dunlawton Avenue (SR 421)		Resurfacing SR421 from Nova Road to I-95	FDOT	Under construction
Herbert Street Turn Lane		Add right turn lane WB at Clyde Morris Blvd.	City/TPO	Scheduled for construction in FY15
I-95 Widening		Construction to widen I-95 from SR44 to I-4/SR400 from 4 lanes to 6 lanes	FDOT	Scheduled for construction in FY15
Pioneer Trail at Turnbull Bay Road		Intersection improvement	Volusia County/TPO	Scheduled for construction in FY14
Ridgewood Avenue (US1)		Resurfacing US1 from Fleming Street to south of Rose Bay Bridge	FDOT	Scheduled for construction in FY15
Southwinds Sidewalk		Design of a 5-foot wide sidewalk on the west side of Southwinds Trail	City	Bid opening 1/15/05; Construction scheduled for FY15
Spruce Creek Road Sidewalk		Construct an 8'-wide sidewalk on the west side of Spruce Creek Rd. from Taylor Rd. to Central Park Blvd.	City/TPO	Bid opening 1/20/15; Construction scheduled for FY15
Town West Blvd./Williamson Blvd. Signal		Installation of a 4-way traffic signal	City/Volusia County	Pre-construction meeting scheduled for 12/15/14; Construction scheduled for FY15
Yorktowne Blvd. Extension	North	4-lane divided roadway extension from Willow Run Blvd. to 0.41 miles south	Volusia County/Developer	Design finalized / Construction on hold pending development of surrounding property
	Middle	4-lane divided roadway extension from Hidden Lakes Blvd. north 0.30 miles	City/Volusia County	Design Complete
S. Williamson Blvd. Extension		Extension of Williamson Blvd. as a 4-lane divided roadway from Airport Rd. to Pioneer Trail	Developer/Volusia County	Out to bid; Scheduled for construction in 2015

PORT ORANGE STATUS OF PROJECTS
as of November, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Public Utilities Projects

Project	Contacts	Construction Cost	Construction Schedule
Water Services Replacement 2014 PO275	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): 548,548	Notice to Proceed (date): 4/7/2014
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): 14,048.69	Change Orders to Date (days): 1
	Contractor: Hazen Construction	Billed to Date (\$): \$562,596.69	Final Completion (date): 11/3/2014
	Inspection By: DMC	Dollars Expended (%): 100%	Time Expended (%): 100%
Status			
Hazen Construction has completed all work including punchlist items. A final change order and pay request was approved by Council. This will be the last report on this project.			

Project	Contacts	Construction Cost	Construction Schedule
Reservoir Outfall PO241	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): TBD	Notice to Proceed (date): TBD
	QLH Project Manager/Alt: Brad Blais, P.E./Kevin Lee, P.E.	Change Orders to Date (\$): -	Change Orders to Date (days): -
	Contractor: TBD	Billed to Date (\$): -	Final Completion (date): -
	Inspection By: TBD	Dollars Expended (%): -	Time Expended (%): -
Status			
A consent order issued by the FDEP requires completion by March 2016. It must be under construction by March 2015. Plans and specifications are complete. This project is scheduled to advertise for bid in December 2014 and be complete by January 2016.			

Project	Contacts	Construction Cost	Construction Schedule
Wilbur-By-The-Sea South Atlantic Ave Watermain Imp and Ridgewood Ave WM Crossings PO267.1/PO272	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): \$380,017.50	Notice to Proceed (date): 6/2/2014
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): 104,467.00	Change Orders to Date (days): 1
	Contractor: Masci	Billed to Date (\$): 307,059.77	Final Completion (date): 9/30/2014
	Inspection By: DMC	Dollars Expended (%): 63%	Time Expended (%): 100%
Status			
The project includes watermain adjustments on S. Atlantic Ave in advance of a County sidewalk project and water main crossings of Ridgewood Ave. Masci has completed the Ridgewood Ave. work. The S. Atlantic portion was deleted from the project due to final design from Volusia County on the sidewalk/drainage project. A final pay request and change order is being processed.			



PORT ORANGE STATUS OF PROJECTS
as of November, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Project	Contacts	Construction Cost	Construction Schedule
Sale & Hauling of Fill Material Lake Phase II PO109	City Project Manager/Alt: Fred Griffith, PE	Contract Amount As Bid (\$): \$ (1,050,000.00)	Notice to Proceed (date): 1/2005±
	QLH Project Manager/Alt: David King PE/Brad Blais	Change Orders to Date (\$): \$ 350,000.00	Change Orders to Date (days): -
	Contractor: Halifax Paving	Billed to Date (\$): \$ (1,371,831.30)	Final Completion (date): 12/31/2014
	Inspection BY: City	Dollars Expended (%) % N/A	Time Expended (%) 0%

Status

A contract modification was approved by City Council. City staff is completing the contract administration and inspection duties. QLH is on-call as needed.

Project	Contacts	Construction Cost	Construction Schedule
White Acres Wastewater Collection and Stormwater Improvements PO276	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Andrew Giannini/Brad Blais, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor:	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: TBD	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

QLH delivered 90% design and specifications on May 16, 2014 and has received comments from the City. Permit applications were sent to FDEP. QLH has finalized plans and specifications and has delivered them to the City and awaits further direction on how to proceed. The City will survey the residents before proceeding. A Design meeting was held October 10th concerning required easement documents (still needed) to construct project. City has requested that QLHA contact surveyor concerning getting required legal descriptions written for easement document signings by residents which will allow for installation of sanitary sewer system. PU staff was instructed by the City Manager to schedule neighborhood meeting with residents to discuss the proposed project and costs to residents who will connect to sanitary sewer service and to request approval of easement documents required. The meeting is scheduled for January 13, 2015.

Project	Contacts	Construction Cost	Construction Schedule
Williamson Blvd Regional Lift Station PO277	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Brad Blais, P.E./Kevin Lee, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor:	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: City	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Final design report is complete and submitted. The final plans and specifications were submitted for City review. The FDEP permit has been issued. This project is ready to bid. It is anticipated that this project will advertise for bid in January 2015 and receive bids in February 2015.

Project	Contacts	Construction Cost	Construction Schedule
Town West & Williamson Signalization PO280	City Project Manager/Alt: Kenny Ho/Margaret Momberger	Contract Amount As Bid (\$): \$ 609,361.75	Notice to Proceed (date): TBD
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor: P&S Paving, Inc.	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: QLH	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Bid was awarded to P&S Paving on December 2nd. A pre-construction meeting is anticipated to be held in January 2015 once the contract and bond are finalized by the City Attorney's office and executed by the City and contractor. QLH will be inspecting this project for the City.

Public Works Projects

Project	Contacts	Construction Cost	Construction Schedule
Cambridge Canal Phase II - Bank Armoring PO263.1	City Project Manager/Alt: Mike Silvey	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): -	Change Orders to Date (days): 0
	Contractor: TBD	Billed to Date (\$): -	Final Completion (date): -
	Inspection BY: TBD	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Phase II project includes completing the block wall along Trailwood Drive, pump station debris rake and the alternate bid for the wall between Spruce Creek Road and Taylor Road. The project was bid on December 3, 2014. QLH recommended bids be rejected due to cost and re-bid removing debris rake and alternate bid items.

PORT ORANGE STATUS OF PROJECTS
as of November, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Project	Contacts	Construction Cost	Construction Schedule
Stormwater Mapping PO75.3	City Project Manager/Alt: Mike Silvey	Contract Amount As Bid (\$): N/A	Notice to Proceed (date): N/A
	QLH Project Manager/Alt: Brad Blais, P.E.	Change Orders to Date (\$): N/A	Change Orders to Date (days): N/A
	Contractor: N/A	Billed to Date (\$): N/A	Final Completion (date): N/A
	Inspection By: N/A	Dollars Expended (%): N/A	Time Expended (%): N/A
Status			
QLH has completed GIS mapping of the City's stormwater systems. Sections 1, 2, 3, 4, 5, 6, 7 and 8 are complete and submitted for City review. Upon receipt of City comments, this task can be completed.			
Project	Contacts	Construction Cost	Construction Schedule
South Atlantic Avenue / Volusia County JPA PO267	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): N/A	Notice to Proceed (date): N/A
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): N/A	Change Orders to Date (days): N/A
	Contractor: N/A	Billed to Date (\$): N/A	Final Completion (date): N/A
	Inspection By: N/A	Dollars Expended (%): N/A	Time Expended (%): N/A
Status			
The JPA Agreement was approved by PO City Council and forwarded to the County for signatures. Design is currently 90%. QLH delivered 100% design plans and specifications on December 19, 2014 to Volusia County to be incorporated with sidewalk plans and specifications. The County will advertise in February 2015. Volusia County plans to bid out project January/February 2015.			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Resolution No. 15-8 - Granting an underground electric utility easement to FDOT for Interstate 4

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Motion is made, subject to the approval of the FDEP, to approve Resolution No 15- 8 granting a perpetual easement to FDOT across 0.60 acres of land in the central well field, and authorizing the Mayor and City Clerk to execute the associated documents for the donation of the easement.

SUMMARY: The Florida Department of Transportation is currently widening to 6-lanes I-4 between SR44 and I-95. The design includes the implementation of an Intelligent Transportation System (ITS) which requires electrical service.

Florida Power and Light provides electrical service throughout the Central Well Field. One leg of that service extends to a City utility facility that is approximately 300 feet east of I-4. After more than a year of research, this point of service connection has been determined by both FPL and FDOT to be the only feasible point of connection.

FDOT has requested a 20-ft. wide perpetual easement from the City for the purpose of constructing, operating and maintaining an underground electric utility line to serve public transportation purposes. The easement area will extend from an FPL service connection on Drema Way westward, a distance of 1,297 feet to the east boundary of Interstate 4. The easement area is identified by FDOT as "Parcel 810" and is graphically depicted and described on the attached exhibits.

Parcel 810 is located on land owned by the City utilized primarily for raw water production. Approximately 150 lineal feet of the proposed easement is within a conservation area. As proposed, the easement does not conflict with the use of the land for raw water production or the existing hunting lease; and is specifically allowed as a public benefit within the conservation area permitted for forested wetland mitigation banking. The proposed easement includes a requirement for the utility service line to be constructed underground in compliance with Paragraph 2(a) of the Conservation Easement and Florida Statutes Section 704.06(11).

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Resolution Supporting	Parcel_810_AgendaMaterial.pdf
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	Documentation	
2.	Drema Way to I-4 photo	Drema Way to I-4 Orientation Full page photo.pdf

Johnson, Linda

Created/Initiated - 12/24/2014

Wilson, Rick

Approved - 12/24/2014

Riehm, Tracey

Approved - 12/29/2014

Roberts, Margaret

Approved - 01/14/2015

Harden, David

Final Approval - 01/14/2015



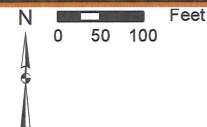
Copyright: © 2013 Esri, DeLorme, NAVTEQ, TomTom, Source: Esri, DigitalGlobe, GeoEye, iSatellite, USDA, USGS, AEX, Geomapping, Aerogrid, IGN, IGP, and the GIS User Community



Stantec

Stantec Consulting
11315 Corporate Blvd.,
Suite 105
Orlando, FL 32817
tel 407.8236.8966
fax 407.242.8650

I-4 From SR 44 to I-95



The information on this map has been compiled by Stantec staff from a variety of sources and is subject to change without notice. Stantec makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information.

One Team. Infinite Solutions.

07-PE14-09/01

December 15, 2014

This instrument prepared by

MARIKA TREMBLAY

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 810.1R

SECTION 79110

F.P. NO. 408464 1

STATE ROAD 400

COUNTY VOLUSIA

RESOLUTION NO. 15- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, GRANTING A PERPETUAL EASEMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OVER A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA FOR TRANSPORTATION PURPOSES WHICH ARE IN THE PUBLIC INTEREST AND WILL SERVE THE PUBLIC WELFARE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE DONATION LETTER AND PERPETUAL EASEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400, Section No. 79110, F.P. No. 408464 1, in Volusia County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by City of Port Orange, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, in favor of the State of Florida Department of Transportation for the purpose of constructing, operating, and maintaining an underground utility line, and said request having been duly considered.

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

Section 1. The Donation Letter and Perpetual Easement over the attached description of Parcel 810 and Exhibits 1 and 2, are approved, and the execution thereof by the Mayor and City Clerk on behalf of the City of Port Orange is hereby approved by the City Council. The Mayor and City Clerk are authorized to execute such additional documents as may be necessary to effectuate the intent of this Resolution and the conveyance of the aforementioned property by a Perpetual Easement to the State of Florida Department of Transportation.

(RESO. No. 15-_____)

PARCEL NO. 810.1R
SECTION 79110
F.P. NO. 408464 1
PAGE 2

Section 2. This Resolution shall become effective immediately upon adoption.

Section 3. A certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, _____.

Reviewed and Approved: _____
City Attorney

Parcel No. 810

Section 79110
F.P. No. 408464-1

That part of:

The Northeast 1/4 of Section 24, Township 16 South, Range 31 East, Volusia County Florida,
Lying South of State Road No. 400 (Interstate 4)

Being a portion of the lands described in Official Records Book 2537 Page 1315, as recorded in
the Public Records of Volusia County, Florida.

Being described as follows:

Commence at a 1 and 1/2" iron pipe with no identification located at the Northeast corner of
Section 24, Township 16 South, Range 31 East; thence South 89°11' 49" West, along the North
line of said Section 24, a distance of 1733.58 feet, to the Centerline of Survey of State Road No.
400 (Interstate 4) as shown on Florida Department of Transportation Right of Way Map, Section
79110, F.P. No. 408464-1; thence departing said Northerly section line, run South 39° 51' 33"
West along said Centerline of Survey, a distance of 683.07 feet to a point, said point being
Centerline of Survey Station 1139+45.64; thence South 33° 49' 15" East, a distance of 156.30
feet, to the Southeasterly right of way line of said State Road 400 and the **POINT OF BEGINNING**;
thence continue South 33° 49' 15" East, a distance of 294.24 feet; thence North 60° 47' 07" East,
a distance of 13.80 feet; thence South 29° 12' 53" East, a distance of 1002.77 feet; thence South
60° 47' 07" West, a distance of 20.00 feet; thence North 29° 12' 53" West, a distance of 982.20
feet; thence South 56° 10' 45" West, a distance of 12.17 feet; thence North 33° 49' 15" West, a
distance of 308.38 feet, to the aforesaid Southeasterly right of way line; thence North 39° 51' 33"
East, along said Southeasterly right of way line, a distance of 20.84 feet to the **POINT OF
BEGINNING**.

Containing 0.60 Acres more or less.

This legal description prepared under the direction of:

Jeff W. Barnes, P.S.M No. 05576
McKim & Creed, Inc.
115 East Indiana Avenue
DeLand Fl. 32724



EXHIBIT 1

575-030-12
RIGHT OF WAY
06/99

RICK SCOTT
GOVERNOR

Florida Department of Transportation

719 South Woodland Boulevard, MS 551
DeLand, FL 32720-6834

ANANTH PRASAD, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of Port Orange, Florida,
a municipal Corp., of the State of Florida
1000 City Center Circle
Port Orange, FL 32129

ITEM/SEGMENT NO.: 4084641
MANAGING DISTRICT: 05
F.A.P. NO.: 0042 2161
STATE ROAD NO.: 400 (I-4)
COUNTY: VOLUSIA
PARCEL NO.: 810
INTEREST CONVEYED: Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

07-PE13-09/01

December 15, 2014

This instrument prepared by

MARIKA TREMBLAY

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 810.1R

SECTION 79110

F.P. NO. 408464 1

STATE ROAD 400

COUNTY VOLUSIA

PERPETUAL EASEMENT

THIS EASEMENT made this _____ day of _____, _____, by the CITY OF PORT ORANGE, a municipality of the State of Florida, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing, operating, and maintaining an underground utility line in, under and through the following described land in Volusia County, Florida, viz:

Parcel No. 810

Section 79110

F.P. No. 408464-1

That part of:

The Northeast 1/4 of Section 24, Township 16 South, Range 31 East, Volusia County Florida, Lying South of State Road No. 400 (Interstate 4)

Being a portion of the lands described in Official Records Book 2537 Page 1315, as recorded in the Public Records of Volusia County, Florida.

Being described as follows:

Commence at a 1 and 1/2" iron pipe with no identification located at the Northeast corner of Section 24, Township 16 South, Range 31 East; thence South 89°11' 49" West, along the North line of said Section 24, a distance of 1733.58 feet, to the Centerline of Survey of State Road No. 400 (Interstate 4) as shown on Florida Department of Transportation Right of Way Map, Section 79110, F.P. No. 408464-1; thence departing said Northerly section line, run South 39° 51' 33"

PARCEL NO. 810.1R
SECTION 79110
F.P. NO. 408464 1
PAGE 2

West along said Centerline of Survey, a distance of 683.07 feet to a point, said point being Centerline of Survey Station 1139+45.64; thence South 33° 49' 15 East, a distance of 156.30 feet, to the Southeasterly right of way line of said State Road 400 and the **POINT OF BEGINNING**; thence continue South 33° 49' 15" East, a distance of 294.24 feet; thence North 60° 47' 07" East, a distance of 13.80 feet; thence South 29° 12' 53" East, a distance of 1002.77 feet; thence South 60° 47' 07" West, a distance of 20.00 feet; thence North 29° 12' 53" West, a distance of 982.20 feet; thence South 56° 10' 45" West, a distance of 12.17 feet; thence North 33° 49' 15" West, a distance of 308.38 feet, to the aforesaid Southeasterly right of way line; thence North 39° 51' 33" East, along said Southeasterly right of way line, a distance of 20.84 feet to the **POINT OF BEGINNING**.

Containing 0.60 Acres more or less.

This legal description prepared under the direction of:

Jeff W. Barnes, P.S.M No. 05576
McKim & Creed, Inc.
115 East Indiana Avenue
DeLand Fl. 32724

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor, provided that without limiting the foregoing, it is specifically understood and agreed that this Easement may be assigned to any public service commission regulated electric utility to be used for the purposes specified herein, and upon such assignment, grantee shall be released from any liability for future use hereof.

PARCEL NO. 810.1R
SECTION 79110
F.P. NO. 408464 1
PAGE 3

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to the hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

THE CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

Date: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 810.1R
SECTION 79110
F.P. NO. 408464 1
PAGE 4

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

SIGNATURE LINE
PRINT/TYPE NAME: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

ATTEST:

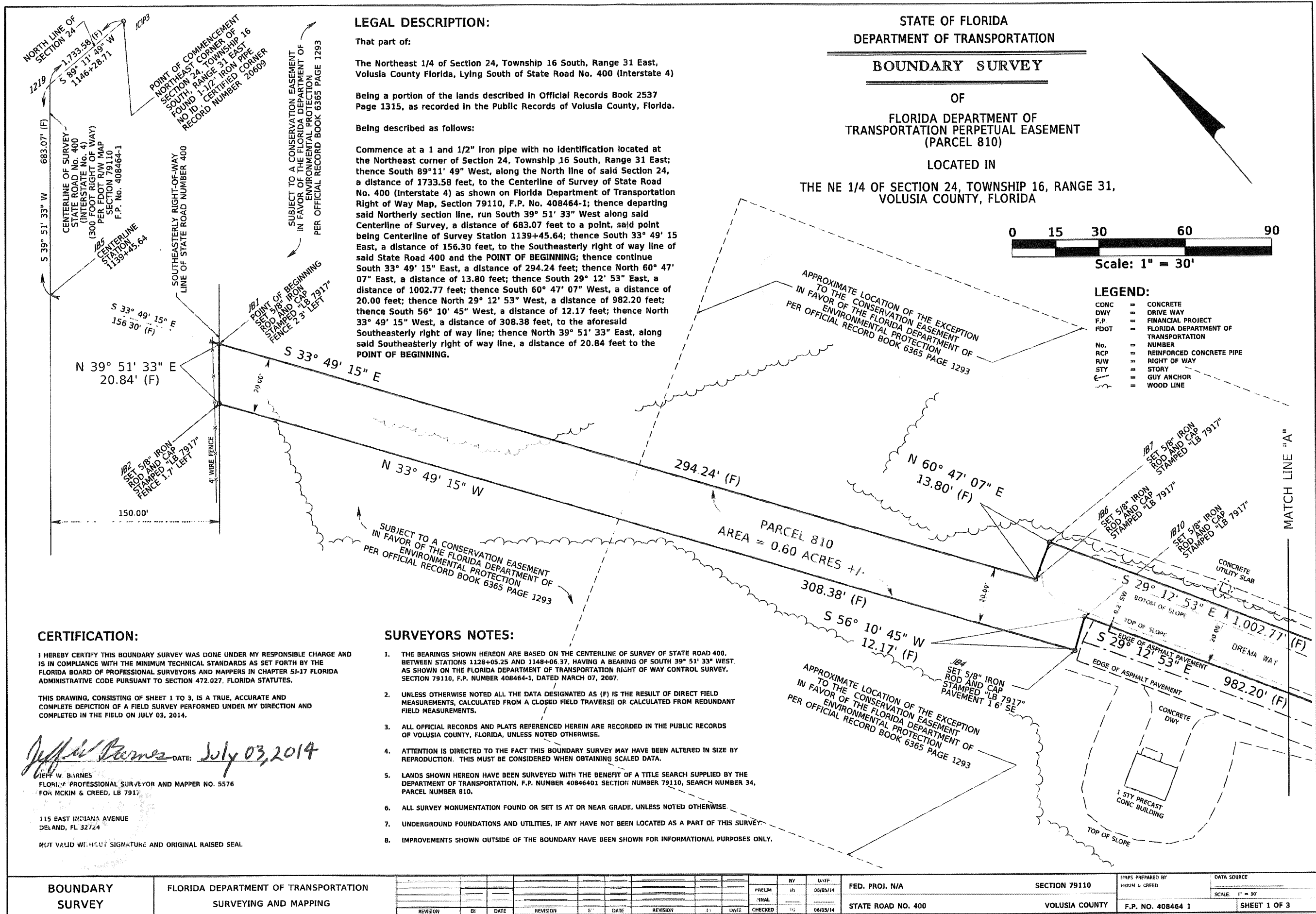
By: _____
Robin L. Fenwick, CMC, City Clerk

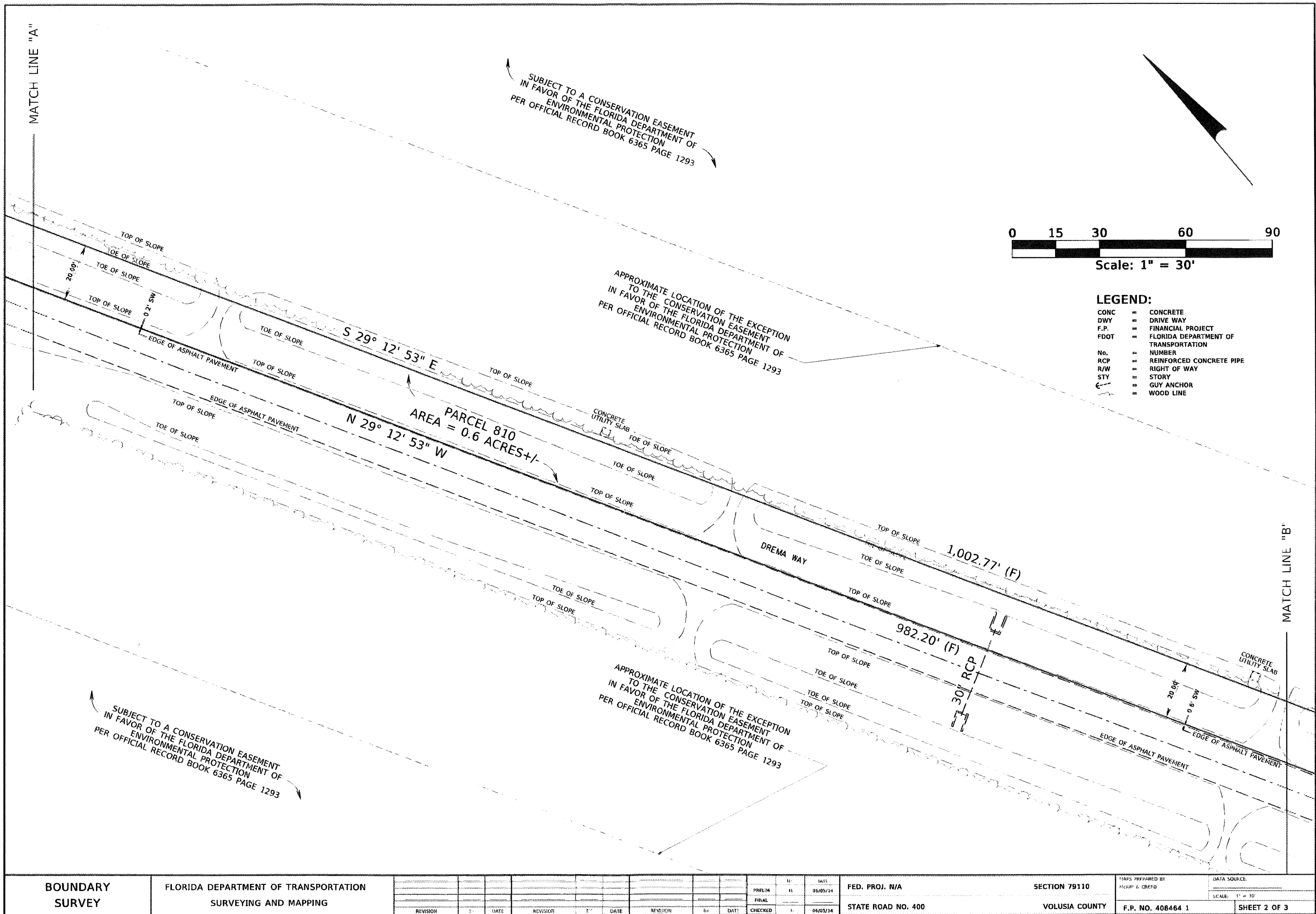
Date: _____

ADDRESS OF GRANTOR:

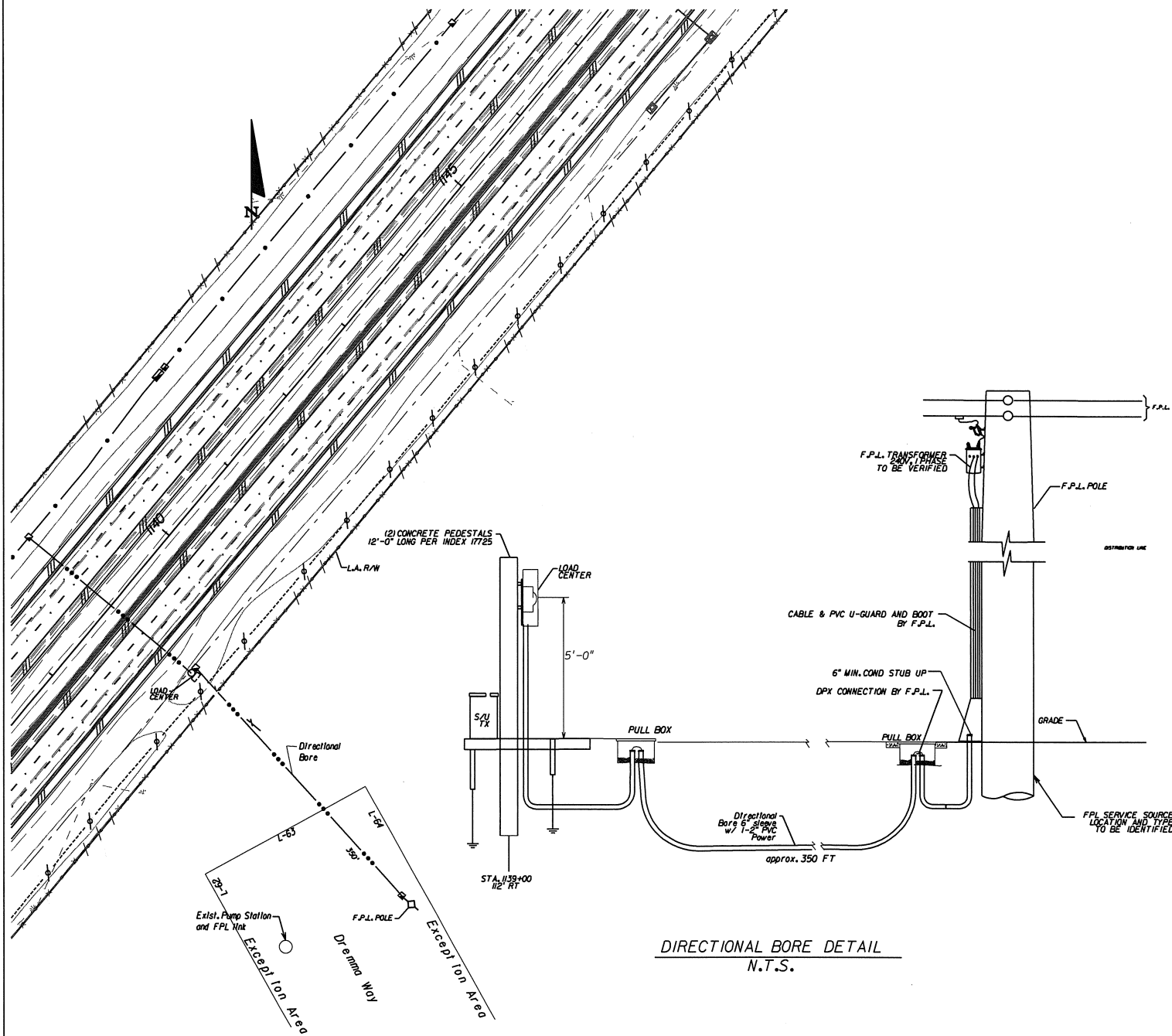
The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____





BOUNDARY SURVEY	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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PLAN VIEW
N.T.S.

DIRECTIONAL BORE DETAIL
N.T.S.

DREMA WAY DIRECTIONAL BORE DETAIL



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard, MS 551
DeLand, FL 32720-6834

ANANTH PRASAD, P.E.
SECRETARY

NOTICE TO OWNER

Date: 10-27-14

City Of Port Orange, Florida, A Municipal Corp. Of The State Of
Fl.
1000 City Center Cir.
Port Orange, FL 32129

ITEM/SEGMENT #:	4084641
MANAGING DISTRICT:	05
F.A.P. #:	0042 216 I
STATE ROAD #:	SR 400 (I-4)
COUNTY:	Volusia
PARCEL #:	810

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Widening of SR 400 (I-4)

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

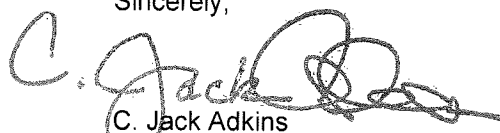
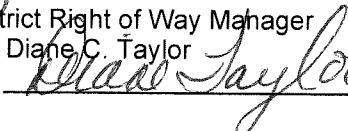
You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed brochure.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Diane C. Taylor, Right of Way Agent
719 South Woodland Blvd, MS 551
DeLand, FL 32720-6834
(386) 943-5032

Sincerely,


C. Jack Adkins
District Right of Way Manager
By: Diane C. Taylor


Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure
CC: Records Management

Received by: 
Certified Mail Number: _____
Date: _____

Parcel No. 810

Section 79110
F.P. No. 408464-1

That part of:

The Northeast 1/4 of Section 24, Township 16 South, Range 31 East, Volusia County Florida,
Lying South of State Road No. 400 (Interstate 4)

Being a portion of the lands described in Official Records Book 2537 Page 1315, as recorded in
the Public Records of Volusia County, Florida.

Being described as follows:

Commence at a 1 and 1/2" iron pipe with no identification located at the Northeast corner of
Section 24, Township 16 South, Range 31 East; thence South 89°11' 49" West, along the North
line of said Section 24, a distance of 1733.58 feet, to the Centerline of Survey of State Road No.
400 (Interstate 4) as shown on Florida Department of Transportation Right of Way Map, Section
79110, F.P. No. 408464-1; thence departing said Northerly section line, run South 39° 51' 33"
West along said Centerline of Survey, a distance of 683.07 feet to a point, said point being
Centerline of Survey Station 1139+45.64; thence South 33° 49' 15" East, a distance of 156.30
feet, to the Southeasterly right of way line of said State Road 400 and the **POINT OF BEGINNING**;
thence continue South 33° 49' 15" East, a distance of 294.24 feet; thence North 60° 47' 07" East,
a distance of 13.80 feet; thence South 29° 12' 53" East, a distance of 1002.77 feet; thence South
60° 47' 07" West, a distance of 20.00 feet; thence North 29° 12' 53" West, a distance of 982.20
feet; thence South 56° 10' 45" West, a distance of 12.17 feet; thence North 33° 49' 15" West, a
distance of 308.38 feet, to the aforesaid Southeasterly right of way line; thence North 39° 51' 33"
East, along said Southeasterly right of way line, a distance of 20.84 feet to the **POINT OF
BEGINNING**.

Containing 0.60 Acres more or less.

This legal description prepared under the direction of:

Jeff W. Barnes, P.S.M No. 05576
McKim & Creed, Inc.
115 East Indiana Avenue
DeLand Fl. 32724

Return recorded original to:
Florida Department of Environmental Protection
2600 Blair Stone Road
Mail Station 2500
Tallahassee, FL 32399-2400
Attn: Vicki Tauxe

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 19th day of May, 2009, by the City of Port Orange, A Florida municipal corporation having an address at 1000 City Center Circle, Port Orange, Florida 32129 ("Grantor"), in favor of the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, having a mailing address at 3900 Commonwealth Blvd., Mail Station 130, Tallahassee, Florida 32300-3000 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as Mitigation Bank Phase I (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-127-64024-1 issued by the St. Johns River Water Management District (SJRWMD), and Corps Permit #2003-7849 issued by the Army Corps of Engineers ("Corps") for the Port Orange Mitigation Bank;

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity except for the restoration, management and other activities consistent with and as authorized by SJRWMD permit #4-127-64024-1 and any modification thereto;

RETURN TO / CALL FOR
COLUMBIA TITLE
FILE NO. 09-0079

and the Port Orange Mitigation Bank Instrument approved by the Corps and adopted by the Port Orange City Council Resolution No. 07-126, (the "MBI") incorporated herein by reference and made a material part hereof; and

WHEREAS, the new and existing access roads for the activities consistent with and as authorized by the SJRWMD CUP #8595 are described in Exhibit "B" attached hereto and incorporated by this reference.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition, except for the restoration, management and other activities consistent with Corps Permit #2003-7849 and any modification thereto, the MBI and any modification thereto, and as authorized by SJRWMD permit #4-127-64024-1 and any modification thereto and as authorized by SJRWMD CUP #8595, and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited, except activities consistent with and as authorized by SJRWMD permit #4-127-64024-1 and any modifications thereto,

Corps Permit #2003-7849 and any modification thereto, and as authorized by SJRWMD CUP #8595. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation, except as reserved and permitted by the Mitigation Management Plan for Permit # 4-127-64024-1 and any modifications thereto.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not

expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved as follows:

(a) Operation, maintenance, construction and repair of raw water system and facilities as lawfully permitted and pursuant to any permitted modifications together with new and existing access roadways and structures as shown on the map identified in Exhibit "B."

(b) All other activities consistent with as authorized by SJRWMD Permit #4-127-64024-1 and any modifications thereto, Corps Permit #2003-7849 and any modification thereto, and as authorized by SJRWMD CUP #8595.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and the Corps:

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

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement,

Grantee's forbearance 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 Conservation Easement, or of any of the Grantee's rights under this Conservation 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

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

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Volusia County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation 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 Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Signature: Shirley M. Kelly

Printed Name: Shirley M. Kelly

Signature: Margaret T. Roberts

Printed Name: Margaret T. Roberts

GRANTOR:
CITY OF PORT ORANGE

By: Allen Green

Mayor Allen Green

Attest:

By: Kenneth W. Parker

Kenneth W. Parker, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing conservation easement was acknowledged before me this 19th day of May, 2009, by Allen Green, Mayor and Kenneth W. Parker, City Manager of the City of Port Orange, who did not take an oath and who are personally known to me.



Margaret T. Roberts
Notary Public, State of Florida at Large

My Commission Expires: 1-22-2012

Serial No. DD 750662

EXHIBIT "A"

LEGAL DESCRIPTION:

PHASE I

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST. THE EAST 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST. THAT PORTION OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH AND EAST OF INTERSTATE 4. THE WEST 3/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST. THE WEST 3/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST. THE WEST 3/4 OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST. CONTAINING 2,745.530 ACRES, MORE OR LESS.

EXHIBIT "A"

EXHIBIT "B"

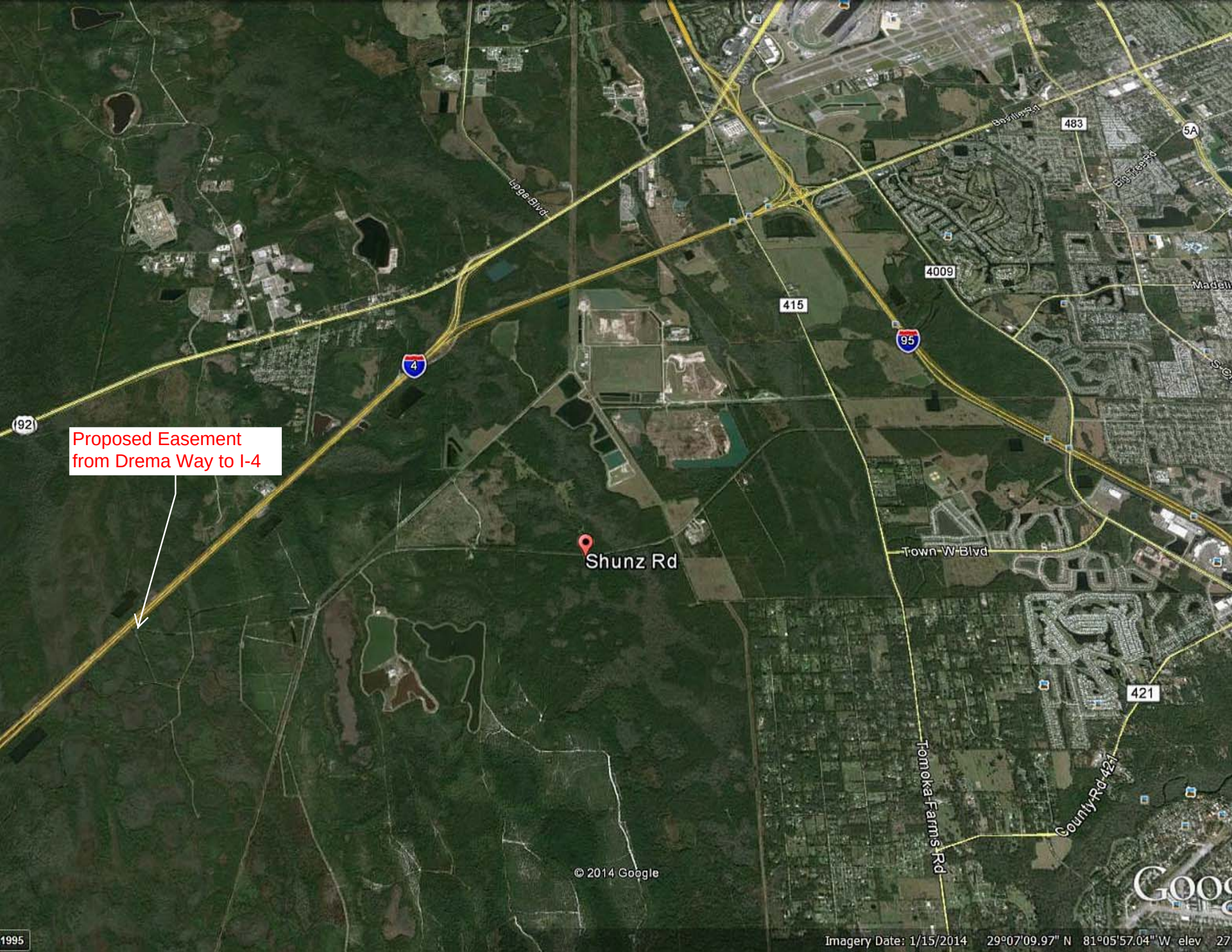
LEGAL DESCRIPTION:

COMMENCE AT A THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 19, N89°42'29"E, 2665.52 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 19; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 19, N88°51'40"E, 1332.46 FEET TO THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 19 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE S00°41'18"E, 702.01 FEET TO THE EAST LINE OF AN FP&L EASEMENT PER O.R.B. 678, PG. 605 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID FP&L EASEMENT S09°01'39"W, 3736.94 FEET; THENCE DEPART SAID FP&L EASEMENT S82°01'50"E, 176.72 FEET; THENCE S10°01'14"W, 631.94 FEET; THENCE S13°28'51"E, 1372.39 FEET; THENCE N81°52'46"E, 270.95 FEET TO THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 30; THENCE ALONG SAID WEST LINE S00°38'30"E, 201.72 FEET; THENCE DEPART SAID WEST LINE S81°52'46"W, 426.80 FEET; THENCE N13°28'51"W, 1504.80 FEET TO THE EAST LINE OF SAID FP&L EASEMENT; THENCE ALONG SAID EAST LINE S09°01'39"W, 10100.53 FEET; THENCE S23°20'14"W, 1032.10 FEET TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S88°18'43"W, 187.61 FEET TO THE WEST LINE OF SAID FP&L EASEMENT; THENCE ALONG SAID WEST LINE N23°20'14"E, 1090.13 FEET; THENCE N09°01'39"E, 10627.08 FEET; THENCE DEPART SAID WEST LINE N82°01'50"W, 157.71 FEET; THENCE N46°35'05"W, 1733.00 FEET; THENCE N09°15'33"W, 1219.77 FEET; THENCE N07°45'49"W, 774.23 FEET; THENCE N03°57'47"E, 573.40 FEET; THENCE S81°01'12"W, 1545.06 FEET; THENCE S14°58'08"E, 742.94 FEET; THENCE S17°56'12"W, 1101.84 FEET; THENCE S12°45'15"E, 1021.69 FEET; THENCE S48°03'59"W, 321.81 FEET; THENCE S15°56'33"E, 943.16 FEET; THENCE S34°35'08"E, 1303.40 FEET; THENCE S09°12'39"E, 671.46 FEET; THENCE S27°39'58"E, 538.12 FEET; THENCE S62°20'02"W, 200.00 FEET; THENCE N27°39'58"W, 570.61 FEET; THENCE N09°12'39"W, 658.92 FEET; THENCE N34°35'08"W, 1291.20 FEET; THENCE N15°56'33"W, 878.48 FEET; THENCE S48°03'59"W, 493.85 FEET; THENCE N41°56'01"W, 200.00 FEET; THENCE N48°03'59"E, 920.78 FEET; THENCE N12°45'15"W, 788.86 FEET; THENCE N74°17'59"W, 714.45 FEET; THENCE S84°15'29"W, 608.78 FEET; THENCE N05°44'31"W, 200.00 FEET; THENCE N84°15'29"E, 475.80 FEET; THENCE N29°07'47"W, 1948.89 FEET; THENCE N60°52'13"E, 200.00 FEET; THENCE S29°07'47"E, 2059.65 FEET; THENCE S74°17'59"E, 612.23 FEET; THENCE N17°56'12"E, 1047.37 FEET; THENCE N14°58'08"W, 1446.70 FEET; THENCE N74°52'04"E, 198.14 FEET; THENCE S15°07'56"E, 562.27 FEET; THENCE N81°01'12"E, 1615.12 FEET; THENCE N03°56'28"E, 401.23 FEET; THENCE S86°03'32"E, 200.00 FEET; THENCE S03°56'28"W, 351.49 FEET; THENCE N79°42'13"E, 1912.78 FEET; THENCE N75°48'00"E, 283.37 FEET TO THE WEST LINE OF SAID 170' FP&L EASEMENT; THENCE N09°01'39"E, 159.11 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE ALONG THE SAID NORTH LINE N88°51'40"E, 52.35 FEET TO THE POINT OF BEGINNING.
CONTAINING 297.094 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT A THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 19, N89°42'29"E, 2665.52 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 19; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 19, N88°51'40"E, 1332.46 FEET TO THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 19; THENCE ALONG SAID WEST LINE S00°41'18"E, 366.25 FEET; THENCE DEPART SAID WEST LINE S79°42'13"W, 445.25 FEET TO THE POINT OF BEGINNING OF PARCEL "A"; THENCE S01°21'43"W, 1044.09 FEET; THENCE S09°04'17"W, 2841.27 FEET; THENCE N46°35'05"W, 1513.96 FEET; THENCE N09°15'39"W, 1148.30 FEET; THENCE N07°45'49"W, 752.38 FEET; THENCE N03°57'47"E, 601.47 FEET; THENCE N79°42'13"E, 1847.13 FEET TO THE POINT OF BEGINNING.
CONTAINING 114.575 ACRES, MORE OR LESS.

EXHIBIT "B"



Proposed Easement
from Drema Way to I-4

Shunz Rd

© 2014 Google

Imagery Date: 1/15/2014 29°07'09.97" N 81°05'57.04" W elev 27



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Resolution No. 15-9 - Proposed Drainage Easement Vacation – Dunlawton-Yorktowne Commercial Condominium

DEPARTMENT: Community Development

RECOMMENDED MOTION:

To approve Resolution #15-9, authorize the vacating and release of the existing drainage easements and accept the new easement replacing the vacated and released drainage easements as located on Unit 5 of the Dunlawton – Yorktowne Commercial Condominium per the attached legal description Exhibit “A”.

SUMMARY:

Staff has received an easement vacation application for a two part drainage easement located on Unit 5 of the Dunlawton – Yorktowne Commercial Condominium. Dunlawton – Yorktowne LLC, the property owner, has made this application in connection with a proposed reconfiguration and conversion of the existing dry detention area to a larger wet detention area. The modification will not have negative impacts and will allow for more site design flexibility in meeting storm water system design requirements for three individual developments currently under review at the condominium site and a development currently under review at the Crosby parcel.

On the easement vacation exhibit the easement to be vacated is bounded on one side by a heavy black line and on the other side by Yorktowne Boulevard. The easement to be released is the area shaded with parallel lines.

The easement vacation application and legal description have been reviewed for completeness and accuracy. The area has been inspected with respect to City codes and possible effects to adjacent properties resulting in no outstanding concerns. City departments have reviewed the application and have obtained a properly sized replacement drainage easement for the proposed reconfigured retention area to be recorded simultaneously with the resolution to vacate and execution of the Release of Easement. The easement may be vacated to the extent that it is being replaced.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 15-9	Reso. No. 15-9.doc
2.	Exhibit A	exhibit a.pdf
3.	easement vacation	easement vacation application.pdf

	application	
4.	location map	location map.pdf
5.	easement vacation exhibit	easement vacation exhibit.pdf
6.	Replacement Easement	Dunlawton Yorktowne CC Replacement Easement.pdf
7.	Release of Easement	Dunlawton Yorktowne CC Release of Easement.pdf

Fenwick, Robin
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 01/09/2015
Approved - 01/13/2015
Approved - 01/14/2015
Final Approval - 01/14/2015

RESOLUTION NO. 15-9

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY,
FLORIDA, VACATING A DRAINAGE EASEMENT
LOCATED ON UNIT 5 OF THE DUNLAWTON
YORKTOWNE COMMERCIAL CONDOMINIUM;
PROVIDING FOR CONFLICTING RESOLUTIONS,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Dunlawton Yorktowne Commercial Condominium and Dunlawton Yorktowne, LLC, are the record owners of Unit 5, of the Dunlawton Yorktowne Commercial Condominium as recorded in Official Records Book 6978, Page 2557, of the Public Records of Volusia County, Florida; and

WHEREAS, the owners have applied for a vacation of a stormwater drainage easement located on Unit 5 of the Dunlawton Yorktowne Commercial Condominium; and

WHEREAS, the applicants have complied with the requirements of Section 177.101(4), Florida Statutes and have provided a replacement easement for the stormwater facilities; and; 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, that all franchise utilities consented to the easement vacation, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and replace that portion of the publicly dedicated utility and drainage easement as more particularly described on the attached Exhibit "A".

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

Section 1. The interest of the public in the portion of the utility and drainage easement depicted and described on the attached Exhibits "A", is hereby declared to be vacated and any right, title and interest of the public in and to the attached utility and drainage easement is hereby vacated, renounced and disclaimed. All other easements located within the Dunlawton Yorktowne Commercial Condominium, not previously vacated shall remain in full force and effect.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. This resolution shall become effective upon simultaneous recording of the replacement easement, and a certified copy of this Resolution in the public records of Volusia County, Florida.

MAYOR ALLEN GREEN

ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2015.

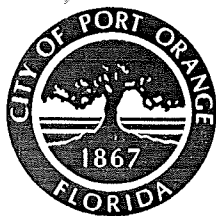
Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

A PORTION OF LOTS 6 AND 7, PLAT NUMBER TWO CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SWEETWATER ESTATES PER MAP BOOK 27, PAGE 213, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00° 41' 43" EAST ALONG THE WESTERLY LINE OF SAID SWEETWATER ESTATES, A DISTANCE OF 1608.97 FEET; THENCE SOUTH 89° 14' 19" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 00° 41' 40" WEST, A DISTANCE OF 496.31 TO THE POINT OF BEGINNING; THENCE SOUTH 89° 18' 20" WEST, A DISTANCE OF 54.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 84° 59' 59"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 68.76 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 48° 11' 40" WEST, A DISTANCE OF 60.80 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 64° 18' 39"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 179.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 37° 51' 00" WEST, A DISTANCE OF 170.31 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 85° 00' 00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 66.76 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 27° 30' 19" WEST, A DISTANCE OF 60.80 FEET TO THE END OF SAID CURVE; THENCE NORTH 14° 59' 41" EAST, A DISTANCE OF 54.77 FEET; THENCE SOUTH 74° 59' 13" EAST, A DISTANCE OF 30.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 74° 17' 34"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 330.65 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 37° 50' 27" EAST, A DISTANCE OF 307.97 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00° 41' 40" EAST, A DISTANCE OF 30.14 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.73 ACRES +/-.



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

14-3500008

DATE APPLICATION RECEIVED

12/12/14

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699/www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Dunlawton-Yorktowne, LLC (C/O Holub Development CMP)

Address: PO Box 730086, Ormond Beach, FL 32173

Phone: (386) 677-7617 Fax: _____ Email: holubdev@aol.com

Property Owner(s): Dunlawton-Yorktowne, LLC (C/O Holub Development CMP)

Address: PO Box 730086, Ormond Beach, FL 32173

Phone: (386) 290-7599 Fax: _____ Email: holubdev@aol.com

Subject Property Address: 1770 Dunlawton Avenue

Subdivision Name: Dunlawton Yorktowne Commercial Condominium

Lot Number: 5 Parcel No.: 17-16-33-39-00-0001, 17-16-33-39-00-0050

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:

See attached sketch and legal

Purpose for the proposed easement vacation: Stormwater pond modification from dry retention pond to wet detention pond. Vacate current drainage easements and provide new drainage easement exactly over proposed improvements.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature:

[Signature]

Date: 12-8-14

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature:

[Signature]

Date: 12-8-14

Property Owner Signature:

Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this

December 8th, 2014

by Paul F. Houck Jr.

, who is personally known to me or who

has produced

as identification and who did

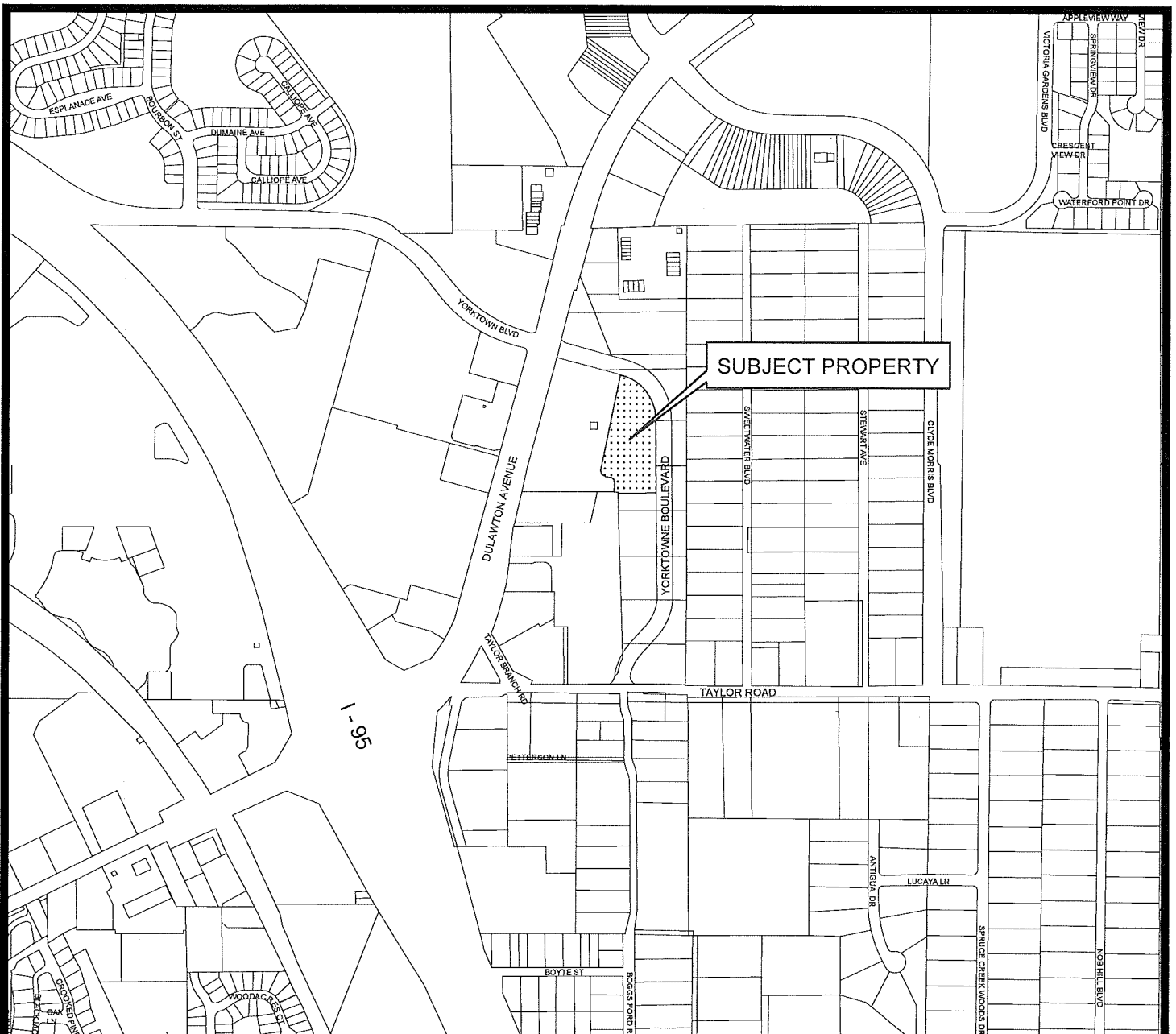
(did not) take an oath.

[Signature]
(Signature)
(Name of Notary typed, printed or stamped)

Notary Public, Commission No.



(Provide a separate attachment for additional properties if necessary)



Case No.: 14-35000008

Applicant: Dunlawton - Yorktowne, LLC
c/o Holub Development CMP

Location: Unit 5, Dunlawton - Yorktowne
Commercial Condominium

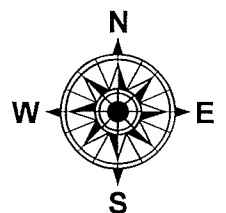
Requested Action: To vacate a Drainage
Easement located
on Unit 5 of the
Dunlawton -
Yorktowne
Commercial
Condominium



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

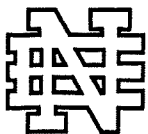


EASEMENT RELEASE EXHIBIT

SCALE: 1"=40'

PROJECT NAME: DUNLAWTON COMMONS

PROJECT LOCATION: PORT ORANGE, FL



NEWKIRK ENGINEERING

CIVIL ENGINEERS PLANNERS CEI LANDSCAPE ARCHITECTS
119 Creek Forest Lane Ormond Beach, Florida 32174
(386) 290-7599 NewKirkEngineering.com

PROJECT No:

2014-124

DATE:

12/11/14

DRAWN BY:

DAB

CHECKED BY:

HHN

DRAWING No.

1 OF 1

Document Prepared by:
Margaret T. Roberts, City Attorney
1000 City Center Circle
Port Orange, FL 32129

RETURN RECORDED DOCUMENT TO:
Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129-4144

This document is accepted and recorded by the City of Port Orange without the benefit of title examination or survey; such acceptance shall not constitute a waiver of compliance with local and general laws regulating the subject property.

Parcel No(s). 6317-39-00-0001 & 6317-39-00-0050

Space Reserved For Recording Data

ACCESS, DRAINAGE AND MAINTENANCE EASEMENT

THIS INDENTURE made this 13 day of January, 2015, by and between **DUNLAWTON YORKTOWNE, LLC** a Florida Limited Liability Company, whose mailing address is P.O. Box 730086, Ormond Beach, Florida 32173 as "Grantor;" and **DUNLAWTON-YORKTOWNE COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit whose mailing address is P.O. Box 730086, Ormond Beach, Florida 32173 (the "Association") and the **CITY OF PORT ORANGE, FLORIDA**, (the "City") a chartered municipal corporation, having its principal place of business located at 1000 City Center Circle, Port Orange FL 32129 in Volusia County, Florida. The Association and the City shall be referred to collectively as the "Grantees."

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys unto the Grantees, their successors and assigns, a permanent access, drainage, stormwater utility easement and maintenance easement (hereinafter referred to as the "Easement") as more particularly described and graphically depicted on the attached **Exhibit A, consisting of (2) pages**, prepared by A1A GEO, Land Surveying Construction Layout, and referred to hereafter as the "Easement Premises."

For the purposes set forth in this instrument, the Grantor hereby grants to the Grantees as follows:

1. The perpetual right to enter upon the Easement Premises to access, construct, install, operate, maintain, repair, replace and remove above and stormwater systems, including but not specifically limited to: drainage facilities with associated pipes together with the right to excavate and refill ditches and trenches

for the maintenance of the drainage facilities and the placement of such lines or pipes servicing the same within the Easement Premises.

2. Access, ingress and egress for emergency vehicles and government services within the described Easement Premises and over the adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantees and their successors and assigns, together with the right to enter upon the Easement Premises and construct and maintain public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantees may deem necessary or convenient in connection therewith.

Grantor covenants to the Grantees that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor shall not place or construct any buildings or structures of any type whatsoever on the Easement Premises and the Grantees shall not be liable for their removal if they are so placed. Upon the approval of the City and such other applicable governmental authority as may be required, the drainage area within the Easement Premises may be reconfigured and/or relocated at the sole discretion and at the sole cost and expense of the Grantor its successors and assigns, but in no event shall any such reconfiguration and/or relocation of the drainage facilities impair their functioning with respect to the Common Elements of said Dunlawton-Yorktowne Commercial Condominium, or reduce that portion of the capacity allocated to service said Common Elements for the real property described as follows:

Unit 5, DUNLAWTON-YORKTOWNE COMMERCIAL CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6978, Page 2557, of the Public Records of Volusia County, Florida, together with an undivided interest in the common elements appurtenant thereto.

Reference is made to Section 10.9.2 of said Declaration of Condominium concerning these rights reserved to the Grantor. In the event of any reconfiguration and/or relocation of the drainage facilities in the Easement Premises, the Grantor shall grant to the Grantees comparable easement rights as provided herein simultaneously with the termination by the Grantees of the easement rights contained in this instrument.

Grantees covenant and agree that upon completion of any maintenance or repair required of the above and/or drainage facilities, the Grantees shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

Notwithstanding the foregoing, the Association shall be responsible for maintenance of the drainage facilities with associated conduit or pipes. In the event the Association fails to properly maintain the drainage facilities with associated conduit or pipes, the City shall take corrective measures as deemed necessary in the sole discretion of the City to maintain and repair the drainage facilities with associated conduit or pipes; however, the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for

either undertaking or failing to maintain or repair the improvements. All costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing a lien shall be chargeable to and assessed by the City jointly and severally against all owners of record for property subject to the Declaration of Condominium of Dunlawton-Yorktowne Commercial Condominium recorded in Official Records Book 6978, Page 2557, of the Public Records of Volusia County, Florida.

In the event the Stormwater Management System, as permitted by St. Johns River Water Management District Permit No. 40-127-98464-4, is not maintained as required by the permit or in accordance with adopted standards of the City of Port Orange, the Grantor hereby declares and consents to the levy and imposition of special assessments by the City of Port Orange for the costs of maintaining the Stormwater management System incurred by the City. The Grantor agrees and confirms that such special assessments shall constitute legal, valid and binding assessments and grant the City first liens upon the property against which such assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

THE DECLARATIONS, ACKNOWLEDGEMENTS, WARRANTIES AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE GRANTOR AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

Signed in the presence of:
Witnesses as to Grantor

Gina Hume
Name: Gina Hume

Heather Fernandez
Name: Heather Fernandez

STATE OF FLORIDA
COUNTY OF VOLUSIA

GRANTOR:

DUNLAWTON YORKTOWNE, LLC
a Florida Limited Liability Company

By: *Paul F. Holub, Jr.*
Name: Paul F. Holub, Jr.
Title: Manager

The foregoing ACCESS, DRAINAGE AND MAINTENANCE EASEMENT instrument was sworn to and acknowledged before me this 13 day of January, 2015, by Paul F. Holub, Jr., in his representative capacity as Manager of **DUNLAWTON YORKTOWNE, LLC**, a Florida Limited Liability Company, the Grantor named in the foregoing Easement who hereby acknowledges that he has full power and authority to convey interests in the above-described real property as the fee simple record title holder, and who: ☒ is personally known to me, or ☐ has produced _____ as identification.

Debbie Gormley
Notary Public, State of Florida at Large
Printed name of Notary, Commission, Seal and Expiration Date:



LEGAL DESCRIPTION: ACCESS, DRAINAGE AND MAINTENANCE EASEMENT

A PORTION OF UNIT 5, PER DECLARATION OF CONDOMINIUM OF DUNLAWTON-YORKTOWNE COMMERCIAL CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 6978, PAGES 2557 THROUGH 2616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS 6 AND 7, CRAIG FARMS, PLAT 2, AS RECORDED IN MAP BOOK 11, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 5, ALTAMIRA SUBDIVISION, AS RECORDED IN MAP BOOK 55, PAGES 136 THROUGH 140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; RUN THENCE SOUTH 01 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5 FOR A DISTANCE OF 11.76 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89 DEGREES 17 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 249.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (A PUBLIC RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 6900, PAGE 4563, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE NORTH 00 DEGREES 38 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 420.04 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 74 DEGREES 33 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 139.14 FEET; THENCE NORTH 14 DEGREES 49 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 94.30 FEET; THENCE NORTH 75 DEGREES 14 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 90.48 FEET; THENCE NORTH 48 DEGREES 42 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 31.98 FEET; THENCE NORTH 75 DEGREES 00 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 60.73 FEET; THENCE NORTH 15 DEGREES 08 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 27.20 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 42.85 FEET; THENCE NORTH 15 DEGREES 08 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 110.29 FEET RETURNING TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD; THENCE SOUTH 74 DEGREES 56 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 35.05 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 74 DEGREES 17 MINUTES 34 SECONDS, A RADIUS OF 255.00 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 47 MINUTES 37 SECONDS EAST AND A CHORD DISTANCE OF 307.97 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 330.65 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 105.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 53,676 ± SQUARE FEET AND 1.232 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 15°08'01" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (A 165' RIGHT-OF-WAY), AS SHOWN IN THE DECLARATION OF CONDOMINIUM OF DUNLAWTON-YORKTOWNE COMMERCIAL CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 6978, PAGES 2557 THROUGH 2616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

ABBREVIATIONS / LEGEND:

C CURVE
CH CH
CH BRG CHORD BEARING
FL FLORIDA
L LENGTH
LB LICENSED BUSINESS
LC LICENSED CORPORATION
LLC LIMITED LIABILITY COMPANY

LS LICENSED SURVEYOR
M MEASURED
N/A NOT APPLICABLE AND/OR NOT AVAILABLE
NAVD NORTH AMERICAN VERTICAL DATUM
NGVD NATIONAL GEODETIC VERTICAL DATUM
NO NUMBER
R RADIUS
R/W RIGHT-OF-WAY

**THIS IS NOT A SURVEY
SHEET 2 OF 2**

ACCESS, DRAINAGE AND MAINTENANCE EASEMENT

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES:

A Sanzone

12/08/2014

ANTHONY SANZONE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: DAB
DATE: 12/08/2014
MAP SUBJECT: ACCESS, DRAINAGE AND MAINTENANCE EASEMENT
SCALE: N/A

TYPE OF SURVEY:

SKETCH AND
LEGAL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT

1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

Prepared by:

Margaret T. Roberts, City Attorney
1000 City Center Circle
Port Orange, FL 32129

Return to:

Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

A portion of parcel no(s). 6317-03-00-0070,
6317-03-00-0060 & 6317-03-00-0050

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT ("Release") is made this _____ day of _____, 2015, by **DUNLAWTON YORKTOWNE COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, whose mailing address is: P.O. Box 730086, Ormond Beach, Florida 32173, hereinafter sometimes referred to as "Association" and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter sometimes referred to as "City."

WITNESSETH: That the Association and the City, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Dunlawton Yorktowne, LLC, their successors and assigns forever, all the right, title, interest, claim and demand which the Association and the City acquired by virtue of that certain **Access, Drainage Retention and Maintenance Easement recorded at Official Records Book 7019, Page 4793, Public Records of Volusia County, Florida**, as to the following described lot, piece or parcel of land, sometimes identified by parcel number(s) 6317-03-00-0070, 6317-03-00-0060 and 6317-03-00-0050, situate, lying and being in the County of Volusia, State of Florida, and being more particularly described as follows:

A portion of Lots 6 and 7, Plat Number Two, Craig Farms, as recorded in Map Book 11, Page 90, of the Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the northwesterly corner of that parcel of land used for storm drainage purposes and described in Official Records Book 6900, Page 4570, of the Public Records of Volusia County, Florida; thence run South 15°02'40" West, along the boundary line of said parcel, a distance of 54.76 feet to the Point of Curvature of a curve, concave Northeasterly, and having a radius of 45.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 66.76 feet, or through a central angle of 85°00'00", said curve subtended by a chord of 60.80 feet bearing South 27°27'30" East, to the Point of Reverse Curvature of a curve, concave Southwesterly, having a radius of 160.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 179.59 feet, or through a central angle of 64°18'39", said curve subtended by a chord of 170.31 feet bearing South 37°48'10" East, to the Point of Reverse Curvature of a curve, concave Northeasterly, have a radius of 45.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 66.76 feet, or through a central angle of 84°59'59", said curve subtended by a chord of 60.80 feet bearing South 48°08'50" East, to the Point of tangency thereof; thence run North 89°21'10" East, along said boundary line, a distance of 54.77 to an

intersection with the Westerly right-of-way line of Yorktowne Boulevard, as described in Official Records Book 6900, Page 4563, of the Public Records of Volusia County, Florida; thence run S 00°38'50" East, along said Westerly right-of-way line of Yorktowne Boulevard, a distance of 5.00 feet to a point therein; thence, departing said Westerly right-of-way line, run South 89°21'10" West a distance of 76.60 feet to the point of Curvature of a curve, concave Northeasterly, having a radius of 48.09 feet; thence run Northerly and Westerly, along said curved line, a distance of 71.34 feet, or through a central angle of 84°59'59", said curve subtended by a chord of 64.98 feet bearing North 48°08'50" West, to the Point of Reverse Curvature of a curve, concave Southwesterly, having a radius of 135.00; thence run Northerly and Westerly, along said curved line, a distance of 151.53 feet, or through a central angle of 64°18'39", said curve subtended by a chord of 143.70 feet bearing North 37°48'10" West to the Point of Reverse Curvature of a curve, concave Northeasterly, having a radius of 48.01 feet; thence run Northerly and Westerly, along said curved line, a distance of 71.30 feet, or through a central angle of 85°05'32", said curve subtended by a chord of 64.92 feet bearing North 27°24'45" West, to the Point of Tangency thereof; thence run North 15°08'01" East a distance of 76.60 feet to an intersection with the Southerly right-of-way line of aforementioned Yorktowne Boulevard; thence run South 74°56'24" East, along said Southerly right-of-way line, 4.81 feet to the POINT OF BEGINNING of this description, said parcel containing 0.17 acres, more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the City, either in law or in equity to the only proper use, benefit and behoof of Grantees forever.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Association and the City has hereunto caused this Release of Easement to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

Printed Witness Name:

Printed Witness Name:

Printed Witness Name:

Printed Witness Name:

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as City Clerk, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

Signed, sealed and delivered in our presence:

**DUNLAWTON YORKTOWNE COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.**
a Florida corporation not for profit

By: _____

Printed Witnesses Name:

Paul F. Holub, Jr.,
President

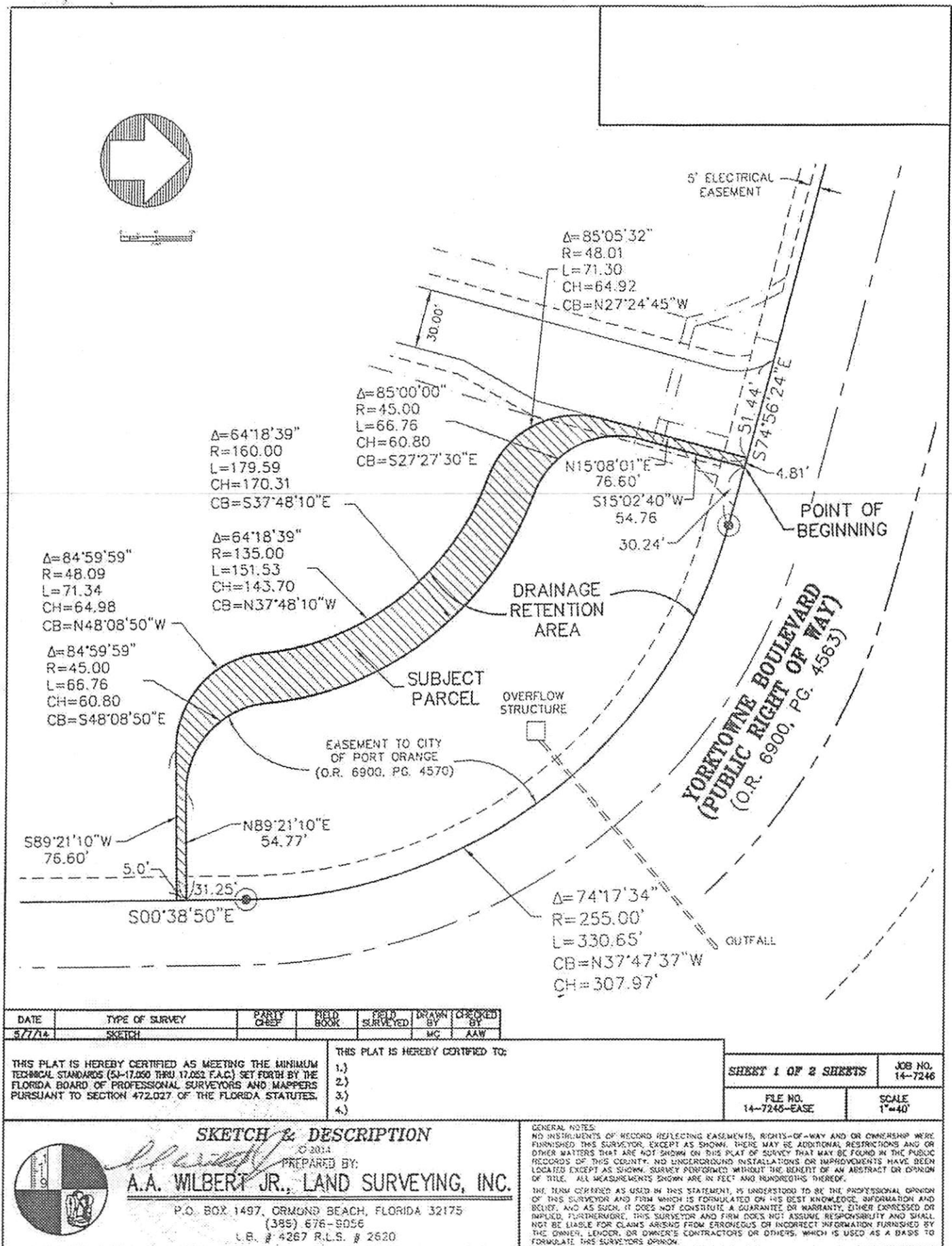
Printed Witnesses Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Paul F. Holub, Jr. as President, who executed the foregoing instrument on behalf of the **Dunlawton Yorktowne Commercial Condominium Association, Inc.**, a Florida corporation not for profit, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

FOR INFORMATIONAL PURPOSES



FOR INFORMATIONAL PURPOSES

LEGEND

° = DEGREES, ' = MINUTES, " = SECONDS;
WHEN USED IN A BEARING
° = FEET, " = INCHES; WHEN USED IN A DISTANCE
C = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
— = FENCE
◇ = FIRE HYDRANT
★ = LIGHT POLE
± = MORE OR LESS
UP = UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
⊖ = WATER VALVE
A/C = AIR CONDITIONER
E = EAST
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION

BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & CUTTER
CH = CHORD DISTANCE
CH, BR. = CHORD BEARING
CLF = CHAIN-LINK FENCE
CM = CONCRETE MONUMENT
CMP = CORRUGATED METAL
C.O. = CLEAN CUT
(D) = DEED CALL
EL = ELEVATION
EM = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD = FOUND
F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FR = FRAME
IR&C = IRON ROD & CAP

I.P. = IRON PIPE
(M) = FIELD MEASURED
MAS = MASONRY
MB = MAP BOOK
MH = MANHOLE
N = NORTH
N.A.V.D.88 = NORTH AMERICAN
VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC
VERTICAL DATUM
NO ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
N&T = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
(P) = PLAT
P.C. = POINT OF CURVATURE
PCP = PERMANENT CONTROL
PG = PAGE
POB = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE

PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
(R) = RADIAL LINE
R = RADIUS
R&C = RE-ROD & CAP
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE
RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
SBTAT = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLAT OF DESCRIBED PROPERTY (AS SCALED) _____ PUBLISHED BASE FLOOD ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
BM DESCRIPTION _____

DRAINAGE RETENTION EASEMENT DESCRIPTION (This is a NEW Description)

A portion of Lots 6 and 7, Plot Number Two, Craig Farms, as recorded in Map Book 11, Page 90, of the Public Records of Volusia County, Florida, being more particularly described as follows:

BEGINNING at the Northwestern corner of that parcel of land used for storm drainage purposes and described in Official Records Book 6900, Page 4570, of the Public Records of Volusia County, Florida; thence run South 15°02'40" West, along the boundary line of said parcel, a distance of 54.76 feet to the Point of Curvature of a curve, concave Northeasterly, and having a radius of 45.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 66.76 feet, or through a central angle of 85°00'00", said curve subtended by a chord of 60.80 feet bearing South 27°27'30" East, to the Point of Reverse Curvature of a curve, concave Southwesterly, having a radius of 160.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 179.59 feet, or through a central angle of 64°18'39", said curve subtended by a chord of 170.31 feet bearing South 37°48'10" East, to the Point of Reverse Curvature of a curve, concave Northeasterly, having a radius of 45.00 feet; thence run Southerly and Easterly, along said curved boundary line, a distance of 66.76 feet, or through a central angle of 84°59'59", said curve subtended by a chord of 60.80 feet bearing South 48°08'50" East, to the Point of tangency thereof; thence run North 89°21'10" East, along said boundary line, a distance of 54.77 to an intersection with the Westerly right-of-way line of Yorktowne Boulevard, as described in Official Records Book 6900, Page 4563, of the Public Records of Volusia County, Florida; thence run S 00°38'50" East, along said Westerly right-of-way line of Yorktowne Boulevard, a distance of 5.00 feet to a point therein; thence, departing said Westerly right-of-way line, run South 89°21'10" West a distance of 76.60 feet to the Point of Curvature of a curve, concave Northeasterly, having a radius of 48.09 feet; thence run Northerly and Westerly, along said curved line, a distance of 71.34 feet, or through a central angle of 84°59'59", said curve subtended by a chord of 64.98 feet bearing North 48°08'50" West, to the Point of Reverse Curvature of a curve, concave Southwesterly, having a radius of 135.00 feet; thence run Northerly and Westerly, along said curved line, a distance of 151.53 feet, or through a central angle of 64°18'39", said curve subtended by a chord of 143.70 feet bearing North 37°48'10" West, to the Point of Reverse Curvature of a curve, concave Northeasterly, having a radius of 48.01 feet; thence run Northerly and Westerly, along said curved line, a distance of 71.30 feet, or through a central angle of 85°05'32", said curve subtended by a chord of 64.92 feet bearing North 27°24'45" West, to the Point of Tangency thereof; thence run North 15°08'01" East a distance of 76.60 feet to an intersection with the Southerly right-of-way line of aforementioned Yorktowne Boulevard; thence run South 74°56'24" East, along said Southerly right-of-way line, 4.81 feet to the POINT OF BEGINNING of this description, said parcel containing 0.17 acres, more or less.

DATE	TYPE OF SURVEY	REVISIONS	PARTY	FIELD	FIELD	DRAWN	CHECKED
6/4/14	SKETCH		CHIEF	BOOK	SURVEYED	MC	AAW

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (54-17.050 THRU 17.052 F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
14-7248

FILE NO.
14-7248-EASE

SCALE
1"=40'

SKETCH & DESCRIPTION

© 2014

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175

(386) 676-9056

L.B. # 4267 R.L.S. # 2620



GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.
THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

A:\ANU\14-7248-EASE.dwg, 6/4/2014 3:18:05 PM, UWP: 6 07101.pcd



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Sole Source purchase of Solar-Bee mixers for Recharge Reservoir Lakes A & B

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve the sole source purchase and waiver of normal bidding procedures for five (5) SB10000 v 18 SolarBee mixers in the amount of \$283,710 to provide solar-powered water circulation in order to reduce algal blooms, improve dissolved oxygen levels and the aquatic habitat in the Recharge Reservoir Lakes.

SUMMARY: The purchase of Solar Bee mixers will provide solar powered mixing and dissolved oxygen to the water in the Reclaimed Reservoirs. This will improve the water quality and aquatic life and help prevent algae blooms. This treatment will enable the upcoming DEP required outfall filtration system to function properly. This purchase includes factory delivery, installation, startup, and a one year maintenance contract. Public Utilities has researched several other aeration processes and has determined that this equipment will provide the best cost/benefit solution.

Pursuant to City Ordinance 2-267, formal bidding requirements may be waived with sole source justification. The Purchasing Agent has caused a Sole Source Justification to be advertised on Quote Wire for 7 calendar days soliciting complaints or protests. Per the Purchasing Manager, there were no complaints or protest.

Project No.: RIM005 Funding Account No.: 40504005356397

ATTACHMENTS:

1.	Medora Approved Sole Source Form	Medora appr v sole source.pdf
2.	Medora Corporation Standard Contract for Services	Medora Corporation Standard Contract for Services.pdf

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Gomez, Joseph

Created/Initiated - 12/22/2014
Approved - 12/22/2014
Approved - 12/30/2014
Approved - 12/30/2014

Roberts, Margaret
Harden, David

Approved - 01/14/2015
Final Approval - 01/14/2015



DATE: December 2, 2014

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

VENDOR: Medora Corporation

COMMODITY: Purchase of five (5) SolarBee Model SB1000 v18 reservoir circulators (sole Source)

Estimated annual expenditure for the above commodity or service: \$ \$283,710.00

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Parts /equipment can only be obtained from original manufacturer. Not Available through regional distributors. (Attach the manufacturer's written certification that no regional distributors exist)
- 2) ☐ Only State of Florida area distributor of the original manufacturer. (Attach the manufacturer's (not distributor's) written certification that identifies all regional distributors)
- 3) ☒ Proprietary items / service. (Explain in a separate memorandum).
- 4) ☐ Parts /equipment are not interchangeable with similar parts of another manufacturer (Explain in a separate memorandum).
- 5) ☒ This is the only known item / source that will meet the specialized needs of this department or perform the intended function (Explain in a separate memorandum).
- 6) ☐ Parts /equipment are required from this vendor to provide standardization. (Explain in a separate memorandum).
- 7) ☐ None of the above apply. (Explain in a separate memorandum).

COMMENTS / EXPLANATION: (See attached required memorandum for justification)

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval (up to \$2,000) Karl T. Uhl Date: 12/3/14
IT approval (Software or hardware purchases only) _____ Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 calendar days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Posted by purchasing on Quote Wire on: 12/08/14 Complaints/protest received (Yes/No) No
Verified by Purchasing: [Signature] Date: 12/18/14 # 0015-28

CITY MANAGER APPROVAL

City Manager approval (over \$2,000) [Signature] Date: 12/19/14



Main Office and Service Center
Medora Corporation • 3225 Hwy 22 • Dickinson, ND • 58601
+1 (701) 225-4495 • Fax (701) 225-0002 • www.medoraco.com

October 21, 2014 (e-mailed to Michael Lipparelli; original sent in U.S. Mail to address below)

Thomas C. Troutman
Chief Operator Reclaimed Water Treatment Plant
City of Port Orange Public Utilities
817 Oak Street
Port Orange, FL 32127

Ref: SolarBee Sole Source

Dear Mr. Troutman,

This letter is to certify that the SolarBee model SB10000 v18 reservoir circulator, which the City of Port Orange Public Utilities is considering purchasing for Lakes A & B at the City of Port Orange Reclaimed Water Treatment Plant, is available only through Medora Corporation of Dickinson, ND. Medora Corporation is the sole licensee of this technology and manufacturer of this equipment, which encompasses more than 13 patents, over 50 patent claims, and additional patents pending. A patent list is available: <http://www.medoraco.com/about>. The basis for a sole-source purchase for this project, the most significant specifications that separate this product from competing products in this category, are the large flow rate and the corresponding cost reduction to the Owner by using this large model of solar-powered circulator.

In addition, Medora Corporation certifies that the purchase price presented in the open quotation for this equipment is the same price charged to all U.S. agencies, after allowing for small differences in delivery and installation charges based on quantity and mileage differences from the factory.

Sincerely,


Medora Corporation

Printed Name and Title: Joel Bleth, President

(Notary Seal)



The above individual signed this letter in my presence on October 21, 2014 .

Attested to by Nicole R Wandler, Notary Public, Stark County, State of North Dakota.



Medora Corporation
3225 Highway 22 • Dickinson, ND 58601
Tel: (701) 225-4495 • www.MedoraCo.com



Quotation: Reservoir Circulation Equipment for Lakes A & B

Date: November 12, 2014

Project #: 4142

To: Thomas C. Troutman

Chief Operator Reclaimed Water Treatment Plant

City of Port Orange Public Utilities

817 Oak Street

Port Orange, FL. 32127

Office: 386.506.5786 / Fax: 386.756.5298 / Cell: 386.566.4347

e-mail: ttroutman@port-orange.org

From: Michael Lipparelli - E2 Water Solutions, Medora Corp. local representative

Michael@E2H2O.com • 352-589-6161

Mike Christensen, Medora Corporation East U.S. Manager, Wells, MN

mike.c@medoraco.com • 866-553-5590

Darren Tessier, Medora Corporation Sales Engineering Dept., Dickinson, ND

darren.t@medoraco.com • 866-437-8076

Thomas,

Thank you for requesting this quotation. We are very pleased to work with the City of Port Orange Public Utilities and E2 Water Solutions to provide high-quality reclaimed water circulation equipment for Lakes A & B. This project fits our capabilities well, and we will do everything possible to ensure your project flows smoothly and meets your goals and expectations. Please contact us with any questions.

Sincerely,

Darren Tessier

PROJECT DESCRIPTION

1. Name and Location of Reservoir

Lake A - 11.3 miles northwest of the City of Port Orange Reclaimed Water Treatment Plant

Lake B - same as above (GPS at site entrance, north end of Lake A: 29.104796°, -81.124813°)

2. Description of Reservoir:

Lake A is a Reclaimed Water Recharge Reservoir with a depth of 12 feet. Formerly, only the northern part of the reservoir was used year-round, and during the wet weather season, water was stored in the southern part of the reservoir as well. There is now a plan to dredge the southern area of the reservoir; however, our efforts will be concentrated in the 35-acre northern section, which is separated from the southern part by a berm. Nearly 100% of the inflow comes from reclaimed water; there is very little groundwater input.

Lake B is also a Reclaimed Water Recharge Reservoir (to the east on aerial photo). It is L-shaped with an approximately 75-acre surface area and 12-foot depth. The inlets in both lakes are at elevation 40 feet. Reclaimed water flows into the north end of Lake B at a permitted rate of 6 MGD. The flow continues to the south end of Lake B, then through a pipe to the south end of Lake A. Effluent will be used to supply residential and business users in and around Port Orange.

3. Project Objectives

Epilimnetic deployment - Primary Objectives: To provide long-distance solar-powered circulation in order to reduce uncontrolled algal blooms in the northern section of Lake A; to improve dissolved oxygen levels and the aquatic habitat in Lake B.

4. Medora Corp. Recommendation / System Design for this Installation

To meet the above objectives, the customer has requested the installation of five (5) SolarBee model SB10000 v18 machines, two in the northern section of Lake A and three in Lake B. (See aerial photo below for placement.)

5. Proposed Machine Locations:



SB10000 v18 machines are not drawn to scale, and final placement will be determined prior to installation.

PRICING

6. Equipment Cost - For Equipment and Option Details, See Attached Documents

Pricing for Solar-Powered Machines:

Quantity	Equipment Description	Cost Each	Equipment Total
5	SB10000 v18 SolarBee Mixers:	\$48,425	\$242,125
Equipment Subtotal:			\$242,125
Applicable Taxes:			-to be determined -
Factory Delivery, Installation and Startup:			\$55,445
Multiple Unit Installation Discount:			-\$13,860
Equipment, Delivery and Installation Total*:			\$283,710

***Total Cost if Installation Trainer is selected (includes Crating & Shipping): \$256,375**

EQUIPMENT & SERVICE OPTIONS

Options for Solar Models		
SCADA	<i>All SB v18 models come standard with a SCADA brain-board with six outputs. (For on-site communication options, please contact our SCADA Engineering Department.)</i>	Please request option list
Beekeeper Service Program	A maintenance and support program is available for all models, which covers: damages from Acts of God and vandalism; power system upgrades and updates; scientific and technical support; scheduled and unscheduled field service calls; and extends the warranty during the term of the Beekeeper (please see attached Beekeeper summary for further details).	Years 1 & 2: \$7,093/yr Years 3, 4 & 5: \$17,023/yr

TERMS

7. General Provisions

A. Equipment Purchase, Not a Construction Project: This equipment is portable, and can be easily relocated or removed entirely from the premises at any time. It does not become an integral part of any building or other structure, or part of "real estate." Therefore, to purchase it, the City should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. Medora reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project." Medora has not found any State or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and placement performed by factory personnel.

B. Assumptions: This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

C. Expiration: This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

D. Delivery Time: Delivery and Installation will be scheduled at time of order, and is usually between 4 and 8 weeks.

E. Payment Terms: For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

F. Add for Taxes and Any Governmental Fees: Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

G. Add for Special Insurance Requirements: Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

H. Add for Special Training, Safety, Signage, or Other Requirements: Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

I. Customer to Follow Medora's Maintenance and Safety Guidelines: The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

J. Regulatory Compliance. The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

K. Warranty. Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at:
<http://lakes.medoraco.com/lakes/product-information>

8. To Accept This Quotation

To order the equipment, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@medoraco.com. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@medoraco.com.

Signing below acknowledges acceptance of this quotation. Please indicate which of the following options have been chosen:

Proposal Date: November 12, 2014

Project #: 4142

☐ Equipment Purchase with Factory Delivery, Installation & Startup

☐ Equipment Purchase with Installation Trainer and Crating & Shipping, Prepaid and Add

☐ Beekeeper Service Program (Years 1 & 2)

☐ Beekeeper Service Program (Years 3, 4 & 5)

Signature

Date

Printed Name

Title



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, 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 **MEDORA CORPORATION**, a North Dakota corporation whose principal address is 3225 Highway 22 N, Dickinson, North Dakota 58601 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide five (5) Solar Bee Model SB10000 v18 reservoir circulators with factory delivery, installation and startup for each reservoir circulator to the City of Port Orange.
- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue for a period of 190 days thereafter (the "Initial Term").

Manner and Place: As outlined in Medora Corporation "Quotation: Reservoir Circulation Equipment for Lakes A & B," dated November 12, 2014, attached hereto as Exhibit "1," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of Solar Bee Model SB10000 v18 reservoir circulators or any work or services to be provided by the Contractor or require the City to place any orders for Solar Bee Model SB10000 v18 reservoir circulators, work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City Manager.

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 up to but not to exceed Two Hundred Eighty-

Three Thousand, Seven Hundred Ten and 00/100 Dollars (\$283,710.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- (a) Front Page of Bond (F.S. § 255.05)
- (b) Certificate for Filing in Public Records
- (c) Combination Payment and Performance Bond (F.S. §255.05)

4. 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 20 of this contract concerning disputes.

5. 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.

6. 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.

7. 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.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. 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.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. 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.

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Contract Administration. The Public Utilities Director, Rick Wilson shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

20. Liability for Loss or Damage. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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. 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.

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: Rick Wilson, Public Works Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Medora Corporation Attention: Joel Bleth, President 3225 Highway 22 N Dickinson, North Dakota 58601-9419 (701) 225-4495 – Telephone (701) 225-0002 – Facsimile customerservice@medoraco.com

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

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 this page intentionally left blank]

Witnesses:

MEDORA CORPORATION

By: _____

Joel Bleth, President

Printed Name: _____

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: _____

STATE OF NORTH DAKOTA
COUNTY OF STARK

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Joel Bleth, as President of Medora Corporation, a North Dakota corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of North Dakota

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4689]



Main Office and Service Center
Medora Corporation • 3225 Hwy 22 • Dickinson, ND • 58601
+1 (701) 225-4495 • Fax (701) 225-0002 • www.medoraco.com

COPY

October 21, 2014 (e-mailed to Michael Lipparelli; original sent in U.S. Mail to address below)

Thomas C. Troutman
Chief Operator Reclaimed Water Treatment Plant
City of Port Orange Public Utilities
817 Oak Street
Port Orange, FL 32127

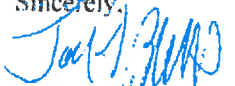
Ref: SolarBee Sole Source

Dear Mr. Troutman,

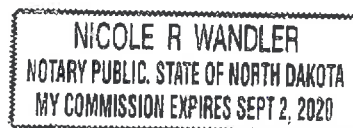
This letter is to certify that the SolarBee model SB10000 v18 reservoir circulator, which the City of Port Orange Public Utilities is considering purchasing for Lakes A & B at the City of Port Orange Reclaimed Water Treatment Plant, is available only through Medora Corporation of Dickinson, ND. Medora Corporation is the sole licensee of this technology and manufacturer of this equipment, which encompasses more than 13 patents, over 50 patent claims, and additional patents pending. A patent list is available: <http://www.medoraco.com/about>. The basis for a sole-source purchase for this project, the most significant specifications that separate this product from competing products in this category, are the large flow rate and the corresponding cost reduction to the Owner by using this large model of solar-powered circulator.

In addition, Medora Corporation certifies that the purchase price presented in the open quotation for this equipment is the same price charged to all U.S. agencies, after allowing for small differences in delivery and installation charges based on quantity and mileage differences from the factory.

Sincerely,


Medora Corporation

Printed Name and Title: Joel Bleth, President
(Notary Seal)



The above individual signed this letter in my presence on October 21, 2014.

Attested to by  Notary Public, Stark County, State of North Dakota.

EXHIBIT "1"



Medora Corporation
3225 Highway 22 • Dickinson, ND 58601
Tel. (701) 225-4495 • www.MedoraCo.com



Quotation: Reservoir Circulation Equipment for Lakes A & B

Date: November 12, 2014

Project #: 4142

To: Thomas C. Troutman

Chief Operator Reclaimed Water Treatment Plant

City of Port Orange Public Utilities

817 Oak Street

Port Orange, FL. 32127

Office: 386.506.5786 / Fax: 386.756.5298 / Cell: 386.566.4347

c-mail: ttroutman@port-orange.org

From: Michael Lipparelli - E2 Water Solutions, Medora Corp. local representative

Michael@E2H2O.com • 352-589-6161

Mike Christensen, Medora Corporation East U.S. Manager, Wells, MN

mike.c@medoraco.com • 866-553-5590

Darren Tessier, Medora Corporation Sales Engineering Dept., Dickinson, ND

darren.t@medoraco.com • 866-437-8076

Thomas,

Thank you for requesting this quotation. We are very pleased to work with the City of Port Orange Public Utilities and E2 Water Solutions to provide high-quality reclaimed water circulation equipment for Lakes A & B. This project fits our capabilities well, and we will do everything possible to ensure your project flows smoothly and meets your goals and expectations. Please contact us with any questions.

Sincerely,

Darren Tessier

EXHIBIT "1"

PROJECT DESCRIPTION

COPY

1. Name and Location of Reservoir

Lake A - 11.3 miles northwest of the City of Port Orange Reclaimed Water Treatment Plant

Lake B - same as above (GPS at site entrance, north end of Lake A: 29.104796°, -81.124813°)

2. Description of Reservoir:

Lake A is a Reclaimed Water Recharge Reservoir with a depth of 12 feet. Formerly, only the northern part of the reservoir was used year-round, and during the wet weather season, water was stored in the southern part of the reservoir as well. There is now a plan to dredge the southern area of the reservoir; however, our efforts will be concentrated in the 35-acre northern section, which is separated from the southern part by a berm. Nearly 100% of the inflow comes from reclaimed water; there is very little groundwater input.

Lake B is also a Reclaimed Water Recharge Reservoir (to the east on aerial photo). It is L-shaped with an approximately 75-acre surface area and 12-foot depth. The inlets in both lakes are at elevation 40 feet. Reclaimed water flows into the north end of Lake B at a permitted rate of 6 MGD. The flow continues to the south end of Lake B, then through a pipe to the south end of Lake A. Effluent will be used to supply residential and business users in and around Port Orange.

3. Project Objectives

Epilimnetic deployment - Primary Objectives: To provide long-distance solar-powered circulation in order to reduce uncontrolled algal blooms in the northern section of Lake A; to improve dissolved oxygen levels and the aquatic habitat in Lake B.

4. Medora Corp. Recommendation / System Design for this Installation

To meet the above objectives, the customer has requested the installation of five (5) SolarBee model SB10000 v18 machines, two in the northern section of Lake A and three in Lake B. (See aerial photo below for placement.)

5. Proposed Machine Locations:

COPY



SB10000 v18 machines are not drawn to scale, and final placement will be determined prior to installation.

EXHIBIT "1"

PRICING

COPY

6. Equipment Cost - For Equipment and Option Details, See Attached Documents

Pricing for Solar-Powered Machines:

Quantity	Equipment Description	Cost Each	Equipment Total
5	SB10000 v18 SolarBee Mixers:	\$48,425	\$242,125
Equipment Subtotal:			\$242,125
Applicable Taxes:			-to be determined -
Factory Delivery, Installation and Startup:			\$55,445
Multiple Unit Installation Discount:			-\$13,860
Equipment, Delivery and Installation Total*:			\$283,710

*Total Cost if Installation Trainer is selected (includes Crating & Shipping): \$256,375

EQUIPMENT & SERVICE OPTIONS

Options for Solar Models		
SCADA	<i>All SB v18 models come standard with a SCADA brain-board with six outputs. (For on-site communication options, please contact our SCADA Engineering Department.)</i>	Please request option list
Beekeeper Service Program	A maintenance and support program is available for all models, which covers: damages from Acts of God and vandalism; power system upgrades and updates; scientific and technical support; scheduled and unscheduled field service calls; and extends the warranty during the term of the Beekeeper (please see attached Beekeeper summary for further details).	Years 1 & 2: \$7,093/yr Years 3, 4 & 5: \$17,023/yr

7. General Provisions

A. Equipment Purchase, Not a Construction Project: This equipment is portable, and can be easily relocated or removed entirely from the premises at any time. It does not become an integral part of any building or other structure, or part of "real estate." Therefore, to purchase it, the City should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. Medora reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project." Medora has not found any State or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and placement performed by factory personnel.

B. Assumptions: This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

C. Expiration: This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

D. Delivery Time: Delivery and Installation will be scheduled at time of order, and is usually between 4 and 8 weeks.

E. Payment Terms: For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

F. Add for Taxes and Any Governmental Fees: Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

G. Add for Special Insurance Requirements: Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

H. Add for Special Training, Safety, Signage, or Other Requirements: Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

I. Customer to Follow Medora's Maintenance and Safety Guidelines: The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

J. Regulatory Compliance. The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

K. Warranty. Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at: <http://lakes.medoraco.com/lakes/product-information>

8. To Accept This Quotation

To order the equipment, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@medoraco.com. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@medoraco.com.

Signing below acknowledges acceptance of this quotation. Please indicate which of the following options have been chosen:

Proposal Date: November 12, 2014

Project #: 4142

- ☐ Equipment Purchase with Factory Delivery, Installation & Startup
- ☐ Equipment Purchase with Installation Trainer and Crating & Shipping, Prepaid and Add
- ☐ Beekeeper Service Program (Years 1 & 2)
- ☐ Beekeeper Service Program (Years 3, 4 & 5)

Signature

Date

Printed Name

Title

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance **Bond No** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$_____), being 110% of the cost estimate for the construction of the required improvements, 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 the Subdivision Improvement Agreement, having an effective date of _____, recorded in OR Book _____, Page _____, Public Records of Volusia County, Florida, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by _____, P.E., Florida Registration No. _____, of the engineering firm _____, 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; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Upgrade of telemetry software and conversion to electronic meter reading within the Garnsey Water Plant

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve purchase of a Rockwell Automation proprietary software system and programming services as a sole source item in the amount of \$85,568.75 from Rexel, Inc.

SUMMARY: Public Utilities is advertising Bid # 14-17, "Garnsey Water Plant Large Meter Replacement & Upgrade Project". Upon completion of this project all these new meters, as well as the existing internal metering will need to be integrated into the internal telemetry system, requiring the services provided by Rexel Wholesale Electric Supply as the vendor for Rockwell Automation/AllenBradley hardware and software. In addition to the programming and integration services, they will be implementing a new proprietary internal telemetry software platform that will have an improved operator interface with additional process control and data logging capabilities. The software and integration services are deemed to be a sole source item due to standardization of integration services and the proprietary telemetry software platform.

Pursuant to City Ordinance 2-267, formal bidding requirements may be waived with sole source justification. The Purchasing Agent has caused a Sole Source Justification to be advertised on Quote Wire for 7 calendar days soliciting complaints or protests. Per the Purchasing Manager, there were no complaints or protest

Project No.: WWP003 Funding Account No.: 40302005336397

ATTACHMENTS:

1.	Quotation	PortOrange_ViewSE_COP SLC Rev 120214.pdf
2.	Letter from Rockwell Automation	Rockwell Automation APR Explanation Daytona.pdf
3.	Rexel Memo from Steve Miller	Rexel Memo.pdf
4.	Rexel Approved Sole Source Form	Rexel Approved Sole Source.pdf
5.	Rexel Inc Standard Contract for Services	Rexel Inc Standard Contract for Services.pdf

Wiggins, Julia	Created/Initiated - 12/23/2014
Wilson, Rick	Approved - 12/23/2014
Riehm, Tracey	Approved - 12/29/2014
Gomez, Joseph	Approved - 12/30/2014
Roberts, Margaret	Approved - 01/15/2015
Harden, David	Final Approval - 01/15/2015



12/02/2014

Steve Miller
City of Pt. Orange
Pubic Utilities, Water-Wastewater
4400 Wellfield Dr,
Port Orange,
FL 32129
Dear Customer,

Thank you for giving Rockwell Automation, Inc. and our distributor Rexel of Daytona Beach, FL. the opportunity to provide this quote for FactoryTalk HMI and data reporting system at the Garnsey Water Treatment Plant- City of Port Orange.

FactoryTalk View SE will provide HMI control and alarming in distributed client-server architecture. FactoryTalk Historian will provide historical logging of production data. FactoryTalk VantagePoint will provide access to all reports though a web portal.

Services Included:

1. Convert existing Wonder HMI screens to FactoryTalk View SE
2. Configure three FactoryTalk View clients
3. Configure FactoryTalk Historian for historical data logging
4. Create production reports in FactoryTalk VantagePoint
5. End user training
6. System commissioning and testing

Hardware Included:

1	9701-VWSS100LENE	FactoryTalk View SE Server 100 w/RSLink Enterprise
2	9701-VWSCWAENE	FactoryTalk View SE Client
1	9701-VWSCRAENE	FactoryTalk View SE Read Only Client
1	9701-VWSTENE	FactoryTalk View Studio for FactoryTalk View Enterprise
1	9518-HSE250	FT Historian SE v3.0 - 250 points

2	Power Edge T320	SE/Historian Server
1	Precision 3600	Operator PC
3	Excel 2010	Microsoft Excel 2010
1	9521-VPNL01ENE	FactoryTalk VantagePoint 1 Named User

Pricing:

- Total \$85,568.75

Clarifications:

- All travel and lodging is included
- Price is good for 30 days
- Field Devices and installation of field devices by others
- Wire terminations by others
- Schematics by others
- Under this proposal, stand-by time is not included in the Scope of Work. Stand-by time is defined as time spent on-site waiting for access to the machine. This includes, but is not limited to, waiting for correction of construction, installation, wiring errors and other delays beyond the control of and not contracted to Rockwell Automation. Stand by time is billable as additional On-Site Field Service at standard rates.
- All prices are in U.S. Dollars excluding taxes. Title to software and firmware remains with Rockwell Automation. Seller grants to Buyer, a one-time, personal, paid-up, perpetual, non-exclusive, non-transferable license to use such software and firmware in the application for which the software or firmware was designed, in conjunction with the hardware with which it was intended to be used.
- This proposal is offered under Rockwell Automation standard Terms and Conditions publication 6500 (January 2004).

We hope you find this offering favorable. If you have any questions or comments call Ken Jackson at Rexel (Phone-(386) 527-4122).

Please issue purchase order to Rexel. Please submit this document with your PO.

Sincerely,

**DISTRIBUTOR
LOGO HERE**

Craig Griswold
Technical Owner

Ken Jackson
Sales Owner

cc:

Quote#: COP SLC Rev 120214

Rockwell Automation

Rockwell Automation
Florida Territory
5820 West Cypress Street, Suite E
Tampa, FL 33607 USA
Tel 1.813.466.6400 Fax 1.813.466.6401
www.rockwellautomation.com

December 10, 2014
Steve Miller
City of Pt. Orange

Re: Authorized Distributor

Attn: **Procurement/Purchasing**

This is to confirm that Rexel, Inc, 740 Fentress Avenue, Daytona Beach, FL 32114, currently is the appointed Allen-Bradley distributor authorized to sell Allen-Bradley [Standard Controls, Drives, PLC/MMI and Rockwell Software] products, along with related services, in the geographic area in which your Volusia County facility is located.

As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Should you have any further questions, please do not hesitate to contact either Rexel at 386-258-1237 or our local Rockwell Automation sales office at 813.466.6400.

Respectfully,

Tiffany Levreault
Channel Sales Engineer
Rockwell Automation/Allen-Bradley
LISTEN.THINK.SOLVE.
Tampa Office
5820 West Cypress Street, Suite E
Tampa, FL 33607
Email: tlevreault@ra.rockwell.com
Phone: (813) 830-1119

cc: Rexel – Rexel Daytona



Allen-Bradley



Memorandum

To: Rick Wilson, Interim Public Utilities Director
Cc: Julia Wiggins, Public Utilities Budget Analyst
From: Steven Miller, Chief Water Plant Operator
Subject: Recommendation to Sole Source Rexel Inc.
Date: December 11, 2014

With the integration of the large meters in the large meter replacement project as well as the integration of the small internal meters we will be upgrading our internal telemetry software platform to the "Factory Talk"™ system which is an Allen Bradley proprietary product that is available exclusively from Rockwell Automation Inc. Rockwell Automation also provides the integration programming services to configure the points monitored and controlled at our plant into their proprietary software platform.

Rexel Inc. 740 Fentress Avenue, Daytona Beach, Fl. 32114, currently is the sole appointed Allen-Bradley distributor authorized to sell Allen-Bradley [Standard Controls, Drives, PLC/MMI and Rockwell Software] products, along with related services, in the geographic area in which our facility is located. Because of the proprietary nature of the software and integration services we will need to utilize Rexel Inc. as a sole source vendor.



DATE: 12/15/2014

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

Vendor: Rexel USA

Vendor Email: kenneth.jackson@rexelusa.com

Commodity: Factory Talk HMI and data reporting system at GWP

Fiscal year estimated expenditure for the above commodity or service: \$85568.75

Department: Public Utilities

Fiscal Year: 2015

City Contact Name: Steve Miller, Chief Plant Operator

Phone Ext.: 386-506-5771

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Proprietary/original manufacturer is only provider of parts, equipment, or service.
A. *Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.*
B. *Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.*
C. *Attach a departmental memorandum (Justification of Request)*
- 2) ☐ None of the above applies.
A. *Attach a departmental memorandum (Justification of Request)*

JUSTIFICATION OF REQUEST: *(Explain in a separate departmental memorandum).*

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

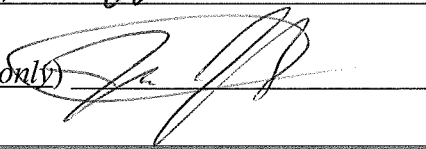
Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval (up to \$2,000) 

Date: 12/12/14

IT approval (*Software or hardware purchases only*) 

Date: 12/15/14

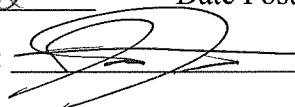
PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: 115-32

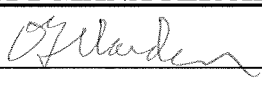
Date Posted: 12/12/14

Complaints/Protest (Yes/No) No

Verified by Purchasing: 

Date: 12/22/14

CITY MANAGER APPROVAL

City Manager approval (over \$2,000) 

Date: 12/23/14



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Proprietary upgrade of operator interface and internal telemetry software to the Factory Talk System and programming to integrate the new meters to be installed during the Garnsey Water Plant Large Meter Replacement & Upgrade Project, Bid B14-17, as well as the conversion of all internal metering to electronic read through the plant telemetry and computer system.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve proprietary software system and programming services as a sole source item in the amount of \$85,568.75 with Rexel Wholesale Electric Supply.

SUMMARY: The City of Port Orange Public Utilities is in the process of advertising Bid # 14-17 named "Garnsey Water Plant Large Meter Replacement & Upgrade Project". Upon completion of this project all these new meters, as well as the existing internal metering will need to be integrated into the internal telemetry system requiring the services provided by Rexel Wholesale Electric Supply. In addition to the programming and integration services, they will be implementing a new proprietary internal telemetry software platform that will have an improved operator interface with additional process control and data logging capabilities. The software and integration services are deemed to be a sole source item due to standardization of integration services and proprietary telemetry software platform.

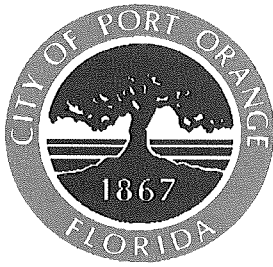
Pursuant to City Ordinance 2-267, formal bidding requirements may be waived with sole source justification. The Purchasing Agent has caused a Sole Source Justification to be advertised on Quote Wire for 7 calendar days soliciting complaints or protests.

Project No.: WWP003 Funding Account No.: 40302005336397

ATTACHMENTS:

1.	Quotation	PortOrange_ViewSE COP SLC Rev 120214.pdf
2.	Letter from Rockwell Automation	Rockwell Automation APR Explanation Daytona.pdf
3.	Rexel Memo from Steve Miller	Rexel Memo.pdf

Handwritten notes and signatures: "P.O.", "APPROVAL", and "WCGO IT" are visible on the left margin.



Memorandum

To: Rick Wilson, Interim Public Utilities Director
Cc: Julia Wiggins, Public Utilities Budget Analyst
From: Steven Miller, Chief Water Plant Operator
Subject: Recommendation to Sole Source Rexel Inc.
Date: December 11, 2014

With the integration of the large meters in the large meter replacement project as well as the integration of the small internal meters we will be upgrading our internal telemetry software platform to the "Factory Talk"™ system which is an Allen Bradley proprietary product that is available exclusively from Rockwell Automation Inc. Rockwell Automation also provides the integration programming services to configure the points monitored and controlled at our plant into their proprietary software platform.

Rexel Inc. 740 Fentress Avenue, Daytona Beach, Fl. 32114, currently is the sole appointed Allen-Bradley distributor authorized to sell Allen-Bradley [Standard Controls, Drives, PLC/MMI and Rockwell Software] products, along with related services, in the geographic area in which our facility is located. Because of the proprietary nature of the software and integration services we will need to utilize Rexel Inc. as a sole source vendor.

Rockwell Automation

Rockwell Automation
Florida Territory
5820 West Cypress Street, Suite E
Tampa, FL 33607 USA
Tel 1.813.466.6400 Fax 1.813.466.6401
www.rockwellautomation.com

December 10, 2014
Steve Miller
City of Pt. Orange

Re: Authorized Distributor

Attn: **Procurement/Purchasing**

This is to confirm that Rexel, Inc, 740 Fentress Avenue, Daytona Beach, FL 32114, currently is the appointed Allen-Bradley distributor authorized to sell Allen-Bradley [Standard Controls, Drives, PLC/MMI and Rockwell Software] products, along with related services, in the geographic area in which your Volusia County facility is located.

As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Should you have any further questions, please do not hesitate to contact either Rexel at 386-258-1237 or our local Rockwell Automation sales office at 813.466.6400.

Respectfully,

Tiffany Levreault
Channel Sales Engineer
Rockwell Automation/Allen-Bradley
LISTEN.THINK.SOLVE.
Tampa Office
5820 West Cypress Street, Suite E
Tampa, FL 33607
Email: tlevreault@ra.rockwell.com
Phone: (813) 830-1119

cc: Rexel – Rexel Daytona



12/02/2014

Steve Miller
City of Pt. Orange
Pubic Utilities, Water-Wastewater
4400 Wellfield Dr,
Port Orange,
FL 32129
Dear Customer,

Thank you for giving Rockwell Automation, Inc. and our distributor Rexel of Daytona Beach, FL. the opportunity to provide this quote for FactoryTalk HMI and data reporting system at the Garnsey Water Treatment Plant- City of Port Orange.

FactoryTalk View SE will provide HMI control and alarming in distributed client-server architecture. FactoryTalk Historian will provide historical logging of production data. FactoryTalk VantagePoint will provide access to all reports though a web portal.

Services Included:

1. Convert existing Wonder HMI screens to FactoryTalk View SE
2. Configure three FactoryTalk View clients
3. Configure FactoryTalk Historian for historical data logging
4. Create production reports in FactoryTalk VantagePoint
5. End user training
6. System commissioning and testing

Hardware Included:

1	9701-VWSS100LENE	FactoryTalk View SE Server 100 w/RSLinx Enterprise
2	9701-VWSCWAENE	FactoryTalk View SE Client
1	9701-VWSCRAENE	FactoryTalk View SE Read Only Client
1	9701-VWSTENE	FactoryTalk View Studio for FactoryTalk View Enterprise
1	9518-HSE250	FT Historian SE v3.0 - 250 points

**DISTRIBUTOR
LOGO HERE**

2	Power Edge T320	SE/Historian Server
1	Precision 3600	Operator PC
3	Excel 2010	Microsoft Excel 2010
1	9521-VPNL01ENE	FactoryTalk VantagePoint 1 Named User

Pricing:

- Total \$85,568.75

Clarifications:

- All travel and lodging is included
- Price is good for 30 days
- Field Devices and installation of field devices by others
- Wire terminations by others
- Schematics by others
- Under this proposal, stand-by time is not included in the Scope of Work. Stand-by time is defined as time spent on-site waiting for access to the machine. This includes, but is not limited to, waiting for correction of construction, installation, wiring errors and other delays beyond the control of and not contracted to Rockwell Automation. Stand by time is billable as additional On-Site Field Service at standard rates.
- All prices are in U.S. Dollars excluding taxes. Title to software and firmware remains with Rockwell Automation. Seller grants to Buyer, a one-time, personal, paid-up, perpetual, non-exclusive, non-transferable license to use such software and firmware in the application for which the software or firmware was designed, in conjunction with the hardware with which it was intended to be used.
- This proposal is offered under Rockwell Automation standard Terms and Conditions publication 6500 (January 2004).

We hope you find this offering favorable. If you have any questions or comments call Ken Jackson at Rexel (Phone-(386) 527-4122).

Please issue purchase order to Rexel. Please submit this document with your PO.

Sincerely,

**DISTRIBUTOR
LOGO HERE**

Craig Griswold
Technical Owner

Ken Jackson
Sales Owner

cc:

Quote#: COP SLC Rev 120214



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, 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 **REXEL, INC.**, a Delaware corporation whose principal address is 14951 Dallas Parkway, Dallas, Texas 75254, ("Contractor") as a distributor for Allen-Bradley Company, LLC. (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide proprietary upgrades of operator interface and internal telemetry software to the Factory Talk System and programming, to integrate new meters installed during the Gamsey Water Plant Large Meter Replacement and Upgrade Project. Also included is the conversion of all internal metering to electronic read, through the plant telemetry and computer system to the City of Port Orange.

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

Term: The initial term of this Contract shall commence on the last date this Contract is signed on behalf of the Parties and shall continue until September 30, 2015.

Manner and Place: As outlined in letter dated December 2, 2014 from Rexel, Inc. for quote No. COP SLC Rev 120214 including Rockwell Automation Standard Terms and Conditions Publication 6500 (January 2004) attached hereto as Exhibit "1."

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or services. In the event of any conflict between this contract and the letter dated December 2, 2014 from Rexel, Inc. for quote No. COP SLC Rev 120214 and Rockwell Automation Standard Terms and Conditions Publication 6500 (January 2004), the terms of this Contract shall control. In accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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 up to but not to exceed Eighty-Five Thousand, Five Hundred Sixty-Eight and 75/100 Dollars (\$85,568.75) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. 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 20 of this contract concerning disputes.

4. 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.

5. 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.

6. 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.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

8. 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.

9. Insurance Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

10. 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.

11. 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.

12. 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.

13. 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.

14. Warranties This paragraph intentionally left blank.

15. Additional Warranties This paragraph intentionally left blank.

16. 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.

17. Contract Administration The Public Utilities Director, Rick Wilson, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

18. Liability for Loss or Damage 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.

19. 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.

20. Disputes The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.

23. *Additional Provisions* This Contract includes all additional provisions as may have been outlined in the letter dated December 2, 2014 from Rexel, Inc. for quote No. COP SLC Rev 120214 including Rockwell Automation Standard Terms and Conditions Publication 6500 (January 2004) 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.

24. *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.

25. *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: Rick Wilson, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Rexel, Inc.
Attention: Ken Jackson
740 Fentress Avenue
Daytona Beach, Florida
(386) 527-4122

14951 Dallas Parkway
Dallas, Texas 75254

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.

26. *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.

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

Witnesses:

REXEL, INC.

Printed Name: _____

By: _____
Christopher P. Hartmann, President, CEO

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

Printed Name: _____

Date: _____

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher P. Hartmann, as President, CEO of Rexel, Inc., a Delaware corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Texas

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4703]

Rexel Inc. revised favorable quote will be
transmitted separately

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Legal Notices

Legal Notices

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- ▶ [Terms of Purchase](#)
- ▶ [Terms & Conditions of Technical Sales Support Services](#)

General Terms and Conditions of Sale

These general terms and conditions of sale only apply to purchases of Allen-Bradley and Rockwell Software branded products and related services made directly from Rockwell Automation. Purchases made from appointed distributors or other independent resellers will be subject to terms and conditions of sale as may be separately established by each such distributor or reseller, which will in no event be binding upon Rockwell Automation unless otherwise expressly agreed to. However, Rockwell Automation extends its standard **Manufacturer's Warranty [English (US)]** to customers purchasing Allen-Bradley and Rockwell Software branded products and related services from their local authorized Allen-Bradley distributor. Such Manufacturer's Warranty is in lieu of all other warranties, which are expressly disclaimed.

Sales outside of North America, as well as sales of other Rockwell Automation products and services, may be subject to separate or supplemental terms and conditions of sale. For further information, please consult your nearest Rockwell Automation sales office.

These general terms and conditions of sale are as in effect at the time of publication and are subject to change at any time.

General

These general terms and conditions of sale (along with any associated written specification, quotation and/or supplemental terms and conditions provided by Seller) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts, repair and remanufacturing services – hereinafter, "Products") furnished to Buyer hereunder, whether such sale or licensing is effected by paper-based transactions or via facsimile or other forms of electronic data interchange ("EDI") or electronic commerce, and represents the entire agreement between Buyer and Seller with respect thereto. Buyer's receipt or acceptance of delivery of any of the Products ordered or purchased hereunder will constitute its acceptance of these terms and conditions. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to and rejects other terms and conditions that may be proposed by Buyer or that appear on or are referenced in Buyer's purchase order or requisition that are in addition to or otherwise not consistent with the terms and conditions set forth or referenced herein.

Payment Terms

Net thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller may render partial invoices and require progressive payments. Seller reserves the right to render invoices electronically and to receive payment by way of electronic funds transfer. Payment by credit card, when permitted, is subject to credit card validation and authorization both at time of agreement and immediately prior to shipment. Seller reserves the right to suspend any further performance hereunder or otherwise in the event payment is not made when due. No payment by offset is permitted. Interest charges will be added to overdue invoices at the rate of 1.5% per month (subject to any limit imposed by applicable law).

Delivery Terms

Delivery terms are Ex Works Seller's plant or warehouse (per current Incoterms) or as otherwise agreed to as evidenced by Seller's order acknowledgment. In all cases title transfers to Buyer upon the earlier of Seller's delivery to Buyer or receipt by the first carrier for transport to Buyer, except that title to all intellectual property rights associated with the Products remains with Seller or its suppliers and licensors. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from Buyer. Seller disclaims all liability for late delivery. Where applicable, prepaid shipping will be billed as a separate invoice item.

Warranty

- a. **Hardware:** Seller warrants that new hardware Products furnished hereunder will be free from defects in material, workmanship and design for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of six (6) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.
- b. **Software and Firmware:** Unless otherwise provided in a Seller or third party license, Seller warrants that standard software or firmware Products furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.
- c. **Non-Warranty Factory Remanufacture, Repair and Field Exchange:** Seller warrants that non-warranty factory remanufactured or field exchanged hardware Products or repaired hardware Product components will be free from defects in material and workmanship for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original warranty term, whichever is longer.
- d. **Services:** Seller warrants that Products comprised solely of services (e.g., training, on-site repair, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Seller.
- e. **"Open Box" Products:** Seller warrants that hardware Products sold as "Open Box" (e.g., customer and distributor returns, factory refurbished or reconditioned, etc.) will be free from defects in material and workmanship for a period of ninety (90) days from the date of invoice from Seller or its appointed distributor, as the case may be. "Open Box" Products, while serviceable, may not reflect the latest series or revision. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original ninety-day warranty term for that particular Product, whichever is longer.

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EXHIBIT "1"

- f. **Buyer Specifications/Compatibility:** Seller does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Seller does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Seller's published specifications or written quotation.
- g. **Recyclable Materials:** In keeping with environmental policies and practices, Seller reserves the right to utilize in its product manufacturing, repair and remanufacturing processes certain recyclable materials (e.g., fasteners, plastics and the like) or remanufactured parts equivalent to new in performance or parts which may have been subject to incidental use. However, such utilization will not affect any provided Product warranty or published reliability statistics.
- h. **Remedies:** Remedies under the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to Seller's instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at Seller's discretion. Buyer requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at Buyer's expense. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising therefrom.
- i. **General:** Warranty satisfaction is available only if (a) Seller is provided prompt written notice of the warranty claim and (b) Seller's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than Seller; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.
- j. **THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.** Rights under the above warranties (subject to noted limitations) extend to Buyer's customers if Buyer is a Seller-appointed distributor for the Products.

Disclaimer and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF SELLER HEREUNDER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

Intellectual Property Indemnity

Except as excluded herein, Seller will defend any suit or proceeding brought against Buyer arising out of a claim that the design or construction of the Products sold or licensed hereunder by Seller infringes any patent, copyright or trademark granted or registered in the country of Seller's shipping destination, provided (a) Buyer promptly notifies Seller in writing of any such claim and any suit or proceeding, (b) at Seller's expense, Buyer gives Seller the sole right to defend, settle and control the defense of the suit or proceeding, (c) Buyer provides all necessary information and assistance for such defense or settlement, and (d) Buyer takes no position adverse to Seller in connection with such claim. In the event Seller is obligated to defend such suit or proceeding, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related thereto. Seller's obligations under this paragraph will be fulfilled if Seller, at its option and expense: (i) procures for Buyer the right to continue using such Products, (ii) replaces the same with non-infringing equipment/software having functionality similar to that of the Products, (iii) modifies the Products to make them non-infringing while retaining similar functionality, or (iv) if (i)-(iii) are not commercially practicable, refunds to Buyer the purchase price of the affected Products in exchange for their return. Seller will have no obligation to defend or for any other liability with respect to: [a] any suit or proceeding to the extent based on or arising out of a configuration or modification made, specified or requested by Buyer and which is incorporated into or constitutes the Products, [b] the use of the Products in a process or application specified, requested or controlled by Buyer or any third parties, or [c] the use of the Products in combination with other equipment, software or materials not supplied by Seller. As used in this paragraph, the term "Products" shall mean only Seller's standard hardware and software that are generally commercially available, and expressly excludes third-party-branded equipment/software. THIS PARAGRAPH IS IN LIEU OF ALL WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, THAT THE PRODUCTS WILL BE FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PARTY BY WAY OF INFRINGEMENT OR THE LIKE.

Resale of Third-Party Branded Products and Services

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, SELLER MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE), AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED RELATIVE TO ANY THIRD-PARTY BRANDED PRODUCT OR SERVICE (INCLUDING TRAINING) WHICH MAY BE RESOLD OR SUBLICENSED BY SELLER AS A DISCRETE ITEM HEREUNDER.

Licensed Software and Firmware

Use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in separate Seller or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate Seller's license agreement, Buyer is granted a non-exclusive, non-transferable license to use provided Seller's software or firmware only in object code form and solely in conjunction with Seller-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

Packing and Marking

Buyer-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

Weights and Dimensions

Published or advertised weights and dimensions are estimates or approximations only and are not warranted.

Prices

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and to confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. Prices do not include sales, use, excise, customs, value-added or similar taxes. Buyer will pay or reimburse Seller for all such taxes as may be applicable. Time and material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

Changes and Substitutions

Buyer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities. Seller further reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function.

Returns

All returns of Products will be pursuant to Seller's instructions. Non-warranty returns of unused and resalable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by Buyer. Notwithstanding the foregoing, all sales of "Open Box" Products and any third-party branded products are final and do not qualify for non-warranty return.

Order Cancellation

Cancellation by Buyer prior to shipment is permitted only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs. Cancellation charges associated with orders for custom Products or Products specifically manufactured to Buyer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by Buyer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of Buyer's written notice specifying such cause.

Force Majeure

Seller will not be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

Government Clauses and Contracts

Application of government contract regulations and clauses to the Products or the agreement evidenced by these terms and conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise.

Export Control

Products and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision herein to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller will be relieved of any further obligation relative to the sale and/or license and delivery of the Product(s) subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

Disputes

The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

Governing Law and Forum

The agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state, province or other governmental jurisdiction in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.

Assignment

The agreement evidenced hereby may not be assigned by either party without the written consent of the other (which consent will not be unreasonably withheld). However, consent will not be required for internal transfers and assignments as between Seller and its parent company, subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

Language

The parties acknowledge that they have required that the agreement evidenced hereby be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions, the English version will prevail.

Publication 6500 (January 2004)



Allen-Bradley



Manufacturer's Warranty

The following manufacturer's warranty is extended to customers purchasing Allen-Bradley® or Rockwell Software™ Products (including related services) directly from Rockwell Automation or an authorized Allen-Bradley distributor.

Hardware: Manufacturer warrants that new hardware Products will be free from defects in material, workmanship and design for a period of one (1) year from the date of invoice from Manufacturer or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of six (6) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.

Software and Firmware: Unless otherwise provided in a Manufacturer or third party license, Manufacturer warrants that standard software or firmware Products, when used with Manufacturer-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Manufacturer for a period of one (1) year from the date of invoice from Manufacturer or its appointed distributor, as the case may be. Manufacturer makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.

Non-Warranty Factory Remanufacture, Repair and Field Exchange: Manufacturer warrants that non-warranty factory remanufactured or field exchanged hardware Products or repaired hardware Product components will be free from defects in material and workmanship for a period of one (1) year from the date of invoice from Manufacturer or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original warranty term, whichever is longer.

Services: Manufacturer warrants that Products comprised solely of services (e.g., training, on-site repair, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Manufacturer.

"Open Box" Products: Manufacturer warrants that hardware Products sold as "Open Box" (e.g., customer and distributor returns, factory refurbished or reconditioned, etc.) will be free from defects in material and workmanship for a period of ninety (90) days from the date of invoice from Manufacturer or its appointed distributor, as the case may be. "Open Box" Products, while serviceable, may not reflect the latest series or revision. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original ninety-day warranty term for that particular Product, whichever is longer.

Buyer Specifications/Compatibility: Manufacturer does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Manufacturer does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Manufacturer's published specifications or written quotation.

Recyclable Materials: In keeping with environmental policies and practices, Manufacturer reserves the right to utilize in its product manufacturing, repair and remanufacturing processes certain recyclable materials (e.g., fasteners, plastics and the like) or remanufactured parts equivalent to new in performance or parts which may have been subject to incidental use. However, such utilization will not affect any provided Product warranty or published reliability statistics.

Remedies: Remedies under the above warranties will be limited, at Manufacturer's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to Manufacturer's instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at Manufacturer's discretion. Buyer requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at Buyer's expense. THE FOREGOING WILL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING THEREFROM. MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATIVE TO CONSEQUENTIAL OR INDIRECT DAMAGES.

General: Warranty satisfaction is available only if (a) Manufacturer is provided prompt written notice of the warranty claim and (b) Manufacturer's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than Manufacturer; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Rights under the above warranties (subject to noted limitations) extend to Buyer's customers if Buyer is a Manufacturer-appointed distributor for the Products.

Resale of Third-Party Branded Products and Services. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, MANUFACTURER MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE), AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED RELATIVE TO ANY THIRD-PARTY BRANDED PRODUCT OR SERVICE (INCLUDING TRAINING) WHICH MAY BE RESOLD OR SUBLICENSED BY MANUFACTURER AS A DISCRETE ITEM.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Bid Award for Sale of Dirt

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To award the Sale of Dirt to Halifax Paving Inc. pursuant to the terms of Quote #JJ 15-08 as attached, for 300,000 Cubic Yards @ \$3.03 / cubic yard (loose truck measure) for a total contract amount of \$909,000.

SUMMARY: Sale of dirt currently stored at the City Wellfield Property was advertised recently on Quote Wire by our Purchasing Division of the Finance Department. Four known area dirt/general contractors working in our area were also contacted directly. Two price quote proposals were received. Halifax Paving provided the highest bid price of \$3.03 / yard and indicated that they want to purchase the entire 300,00 yards. This new agreement therefore represents an additional 41% increase in dirt value per yard over the previous agreement that we entertained with Tomoka Construction last year at \$2.15/ cu. yard.

We recommend approval of this dirt sale agreement at this time, see attached. Currently we have approximately 300,000 additional cubic yards stockpiled at our city wellfield property owned and available for immediate sale to Halifax. An additional 30,000 yards has been deposited there by Halifax under the terms of our Lake "A" excavation agreement which terminated at the end of calendar 2014. We will continue to identify possible buyers of our dirt and advertise again in the near future at the direction of the City Manager for this additional 30,000 yards.

Project No.: Funding Account No.: 42100003699000

ATTACHMENTS:

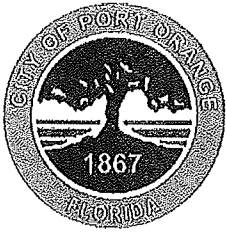
1.	Quote Wire Documents	JJ15-08 City of Port Orange- Sale of Dirt.pdf
2.	Tabulation	JJ15-11 QuoteWire Tab.pdf
3.	Standard Contract for Services	Standard Contract for Services.pdf

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 11/17/2014
Approved - 11/17/2014
Approved - 11/17/2014
Approved - 01/15/2015

Harden, David

Final Approval - 01/15/2015



WRITTEN QUOTE REQUEST FORM

NOTE: THIS IS NOT AN ORDER

EMAIL THIS QUOTE BACK TO: CITY OF PORT ORANGE, purchasing@port-orange.org

Revised Quote Wire #: JJ15-08 Sale of Dirt.

City of Port Orange Contact: Fred Griffith

Contact Phone Number: 386-506-5753

Contact Email: fgriffith@port-orange.org

The City of Port Orange, Purchasing Division, is seeking to sell approximately 300,000 cubic yards of dirt that is located at the City's Central Well field property. Quotes and accompanying documents shall be sent to Joseph A. Gomez, Purchasing Manager, via email to: purchasing@port-orange.org

The City of Port Orange reserves the right to cancel any agreement, or any part thereof without obligation if the items are not removed within the time specified. Any work performed after cancellation of order(s) may be returned at the buyer's expense. Figures quoted shall remain firm for ninety (90) days or until acceptance of the Offeror's quotation. This quotation may be awarded in part or whole. The City of Port Orange reserves the right to accept or reject any or all quotations in the best interest of the City. The City of Port Orange reserves the right to allow for clarification of questionable entries and for the corrections of obvious mistakes. The City of Port Orange is exempt from State sales tax and Federal Excise Tax. Do not include tax on quotation. Tax Exemption Certificate shall be furnished upon request. The pricing proposed shall remain firm. The City of Port Orange requires that any and all changes to the original Contract shall be in writing and approved in advanced through a change order. The City is not obligated to issue an order as a result of this quote request and may reject any or all quotes for any reason.

SPECIFICATIONS:

- The City of Port Orange is seeking a buyer to load and remove approximately 300,000 cubic yards of dirt located at the City's Central Well Field site. Sale of dirt to be sold as is. See Report of Moisture – Density Relationship of Soil in Exhibit "A".
- The dirt location is at the City of Port Orange Central Well Field Property located approximately one and one half miles west of Tomoka Farms Road in Shunz Road, south of the Volusia County Landfill. See map in Exhibit "A".
- Bidder is responsible for loading and hauling the material from the City's property with their own equipment.
- Bid price should be based on per cubic yard loose fill. Final payment will be based upon loaded loose fill (truck measure) as verified by ticket records. Billing by the City will occur monthly. A reasonable hauling schedule will be agreed upon by both parties.
- Minimum bid price \$2.00 per cubic yard.
- All dirt must be removed by the Bidder within 240 days of execution of this contract.
- Before starting and until acceptance of the work by the City, the Buyer/owner shall procure and maintain insurance required by the City as per insurance requirements in Exhibit "A".
- Buyer is responsible for paying applicable sales tax 6.5%

The bidder shall identify in his quote any deviations from the requirements of the specifications.

Questions regarding this quote shall be addressed in writing to:

Joseph A. Gomez, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
E-Mail Address: purchasing@port-orange.org
Or Call: 386-506-5704

TERMS AND CONDITIONS:

No quotes received after the time and date specified in the quote document will be considered. The City of Port Orange, Florida reserves the right to reject any and all quotes, to waive any and all non-substantial irregularity in quotes received, whenever such waiver or rejection is in the best interest of the City. The City is not obligated to issue a contract as a result of this quote request and may reject any or all quotes for any reason. Award will be based on the highest total quote. The City cannot guarantee the quantity of items to be sold.

The contractor is responsible for removing the entire estimated quantity of dirt indicated for each item.

I certify this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same item and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I am authorized to

Description: Approximately 300,000 cubic yards of dirt located at the City's Central Well Field property as per the specifications above.			
Lot #	Qty. (approximate)	Price per cubic yard loose fill	Extended Pricing
1	150,000 cubic yards	\$ 3.03	\$ 454,500.00
2	120,000 cubic yards	\$ 3.03	\$ 363,600.00
3	30,000 cubic yards	\$ 3.03	\$ 90,900.00
Grand Total			\$ 909,000.00

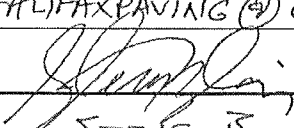
sign this quote.

VENDOR: Include all requested information (COMPANY NAME, PHONE NUMBER, EMAIL, CONTACT PERSON) and Unit prices.

COMPANY NAME: HALIFAX PAVING INC.

PHONE NUMBER: 386 676 0200

EMAIL: HALIFAXPAVING@CFL.RR.COM

QUOTED BY:  VICE PRES
STEVE BLAIR

Response time to this quotation is required by 11/07/14 at 05:00 p.m.



Tabulation Total

QUOTE WIRE REQUEST #JJ15-11 Sale of Dirt

The City of Port Orange, Purchasing Division, released a quote request on "Quote Wire" (DemandStar) seeking to sell approximately **300,000 cubic yards of dirt** that is located at the City's Central Well field property.

307 suppliers were notified of this quote request via DemandStar. The quote specifications and two submittals received are attached.

The following information is a record of the submitters as received at the due date and time. All quotes are subject to review by the City and the City is not obligated to issue an order as a result of this quote request and may reject any or all quotes for any reason.

TIMELINE:

Quote release date: October 16, 2014

Quote due date and time: November 7, 2014 at 05:00 p.m.

Name of Company	Description	QTY	Price per cubic yard loose fill	Extended Price
Tomoka Construction Services, Inc.	Sell approximately 30,000 cubic yards of dirt that is located at the City's Central Well Field property as per the specifications above	30,000 cubic yards	\$ 2.76	\$82,800.00
Halifax Paving Inc.	Sell approximately 300,000 cubic yards of dirt that is located at the City's Central Well Field property as per the specifications above	300,000 cubic yards	\$3.03	\$909,000.00

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager



CITY OF PORT ORANGE STANDARD CONTRACT FOR SALE

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

1. Provision of Services

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

(i) To purchase, load and remove dirt including hauling from the City of Port Orange well field.

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of 240 days thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to one (1) additional term upon written consent of the parties and appropriation by City Council.

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

- (a) Public Entity Crime Statement
- (b) Anti-Collusion Statement
- (c) Drug Free Preference Statement

3. 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 pick up of dirt due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange.

4. 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.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

6. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

7. 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.

8. 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.

9. Contract Administration. The City of Port Orange Public Utilities Department shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

10. Liability for Loss or Damage. 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.

11. 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.

12. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

13. 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.

14. 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.**

15. Additional Provisions. As may have been outlined in Quote #JJ15-11 (Revised #JJ15-08) 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.

16. 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.

17. 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: Fred Griffith
Public Utilities
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5753

Contractor: _____
Attention: _____

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.

18. 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.

19. 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: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Employee Temporary and Leasing Services Contracts

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve 3-year standard service agreements and annual expenditure authorizations for up to \$75,000 with Remedy Intelligent Staffing Inc. and up to \$25,000 with AUE Staffing Solutions, subject to annual budgetary appropriations by City Council.

SUMMARY:

The City is currently under contract with both Remedy Intelligent Staffing Inc. and AUE Staffing Solutions via “piggyback” agreement with Volusia County until January 30th 2015 (Bid #09-B-86PW).

The City solicited its own bid proposals for temporary employee and employee leasing services and four firms responded. Two proposals were deemed not responsive due to numerous exceptions to the scope of services. The remaining two responsive firms were Remedy Intelligent Staffing and AUE Staffing Solutions.

In FY 2014 temporary employee and employee leasing services costs totaled approximately \$235,000, primarily due to a Public Works’ program to perform additional landscape maintenance and mowing. This fiscal year to date the expenditure is approximately \$18,000, primarily due to a Public Utilities program to excavate reclaimed lakes. It is estimated that on average, the City will spend less than \$75,000 per fiscal year with Remedy Intelligent Staffing and less than \$25,000 per fiscal year with AUE Staffing Solutions.

Funding for employee temporary and leasing services comes from the operating budgets of each department utilizing these services.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Remedy Intelligent Staffing Bid Proposal	Remedy Intelligent Staffing Bid Proposal.pdf
2.	AUE Staffing Bid Proposal	AUE Staffing Bid Proposal.pdf
3.	Remedy Intelligent Staffing LLC Standard Contract for Services	Remedy Intelligent Staffing LLC Standard Contract for Services.pdf
4.	AUE Staffing Inc Standard Contract for	AUE Staffing Inc Standard Contract for

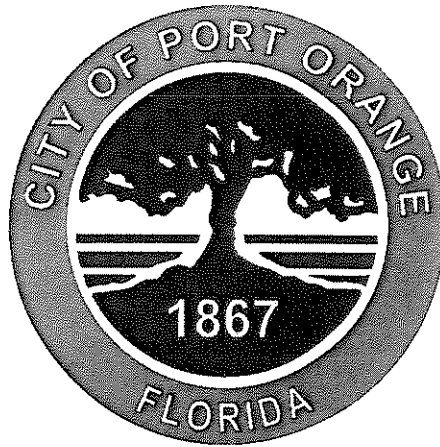
	Services	Services.pdf
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Carrizales, Heather	Created/Initiated - 12/29/2014
Steinebach, Donna	Approved - 01/05/2015
Riehm, Tracey	Approved - 01/05/2015
Gomez, Joseph	Approved - 01/13/2015
Roberts, Margaret	Approved - 01/15/2015
Harden, David	Final Approval - 01/15/2015

CITY OF PORT ORANGE, FLORIDA

Temporary Employee and Employee Leasing Services

RFP #15-08



Prepared by:

City of Port Orange Purchasing Division

October 2014

Release date: **November 4, 2014**

Last day for questions: **November 14, 2014 5:00 p.m.**

Proposal due date and time: **December 11, 2014 at 10:00 a.m.**

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5704

purchasing@port-orange.org

www.port-orange.org



SECTION 00020

RFP #15-08

Temporary Employee and Employee Leasing Services

Notice is hereby given that the City of Port Orange is soliciting Temporary Employee and Employee Leasing Services. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **10:00 a.m. on December 11, 2014** or pursuant to addendum issued by the City.

DESCRIPTION: Invitation to Bid for Temporary Employee and Employee Leasing Services.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Joseph A. Gomez, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email jgomez@port-orange.org.

Last day for questions will be **November 14, 2014 by 5:00 p.m.**

All questions shall be directed **in writing** to the Purchasing Manager, Joseph A. Gomez, jgomez@port-orange.org

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

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

Proposals shall be submitted with one (1) original, five (5) copies and one (1) CD version addressed to Joseph A. Gomez, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and plainly marked on the outside: **"Bid #15-08 Request for Temporary Employee and Employee Leasing Services"**.

Joseph A. Gomez
Purchasing Manager
Legal Ad - One Time – November 4, 2014

SECTION 00025

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CITY OF PORT ORANGE

Request for Temporary Employee and Employee Leasing Services

RFP #15-08

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00170	Sworn Statement on Public Entity Crimes (page 33)
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SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
purchasing@port-orange.org

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

Proposer's Submittal Checklist:

Forms: (1) original, (5) copies and (1) CD version of the proposal
(tabbed, indexed and in the following order) in one (1) envelope

Forms:

- ☒ 1: Proposer acknowledgement form (page 4)
- ☒ 2: Sworn Statement on Public Entity Crimes (page 32)
- ☒ 3: Anti-Collusion Statement (page 33)
- ☒ 4: Drug Free Preference Statement (page 34)
- ☒ 5: Scope of Services (pages 26 through 31)
- ☒ 6: Insurance Certificates, (provide a copy) (page 35)
- ☒ 7: Proposal Exhibit A (pages 37-39)
- ☒ 8: References (page 28)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
purchasing@port-orange.org

RFP #15-08

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Temporary Employee and Employee Leasing Services.

RFP RELEASE DATE: November 4, 2014

RFP DEADLINE FOR QUESTIONS: November 14, 2014 at 5:00 p.m.

RFP DUE DATE & TIME: December 11, 2014 at 10:00 A.M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: Remedy Intelligent Staffing

PROPOSER'S MAILING ADDRESS: 1140 Pelican Bay Drive

CITY-STATE-ZIP: Daytona Beach, FL 32119

PHONE NUMBER: 386-615-8859 **EMAIL:** tawnyat@remedystaff.com
ext. 305

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

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

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X Cheryl L. Ratcliff
AUTHORIZED SIGNATURE (MANUAL)

Cheryl L. Ratcliff
NAME (TYPED)

Director of Business Development
TITLE

12/8/2014
DATED

SECTION 00040



City of Port Orange

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

PROPOSER'S CHECKLIST

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

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

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Cheryl L. Ratcliff who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

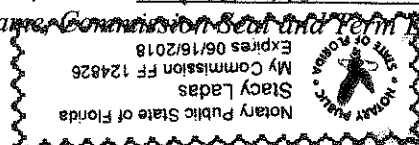
Name of Firm: Remedy Intelligent Staffing
By: Cheryl L. Ratcliff, Director of Business Development
Printed Name and Title

Date Signed: 12-10-2014

The foregoing instrument was acknowledged before me this 10th day of December, 2014, by Cheryl L. Ratcliff, as Director of Business Development of Remedy Intelligent Staffing, and who:

☐ is personally known to me; or
☒ has produced Florida Driver's License as identification.

Stacy Ladas
Notary Public, State of Florida
Printed Name, Commission Number and Term Expiration Date



SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Remedy Intelligent Staffing

SIGNED BY: Cheryl L. Ratcliff
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Cheryl L. Ratcliff

TITLE: Director of Business Development

ADDRESS: 1140 Pelican Bay Drive

CITY: Daytona Beach STATE: FL ZIP CODE: 32119

TELEPHONE: 386-615-8859 FAX: 386-615-6412

COMPLETION TIME: 10am, Monday, December 8, 2014

F.E.I.N. NUMBER: 27-2269356

NO Proposal may be withdrawn for a period of sixty (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

0

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

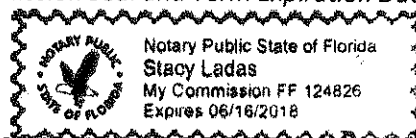
FIRM:

Cheryl L. Ratchiff, Director of Business Development
Name and Title:

The foregoing instrument was acknowledged before me this 15th day of December, 20 14
by Cheryl L. Ratchiff as Dir of Bus Develop of Remedy Fit and who: ☐ is personally known to me;
or ☒ has produced Fl. Drivers License as identification.

Stacy Ladas
Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



SECTION 00100

SCOPE OF SERVICES

PURPOSE AND OVERVIEW

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed Bids to furnish temporary employment and employee leasing Services for the City of Port Orange, Florida.

There are several facilities located throughout the City and temporary or leased employees may be required at any of these locations. Each department/division may utilize the contract(s) resulting from this RFP to fill the individual needs of that department or division.

These services are required to effectively meet the following needs:

- A. To handle seasonal, peak workloads or special projects
- B. To fill in during temporary absences of permanent employees
- C. To evaluate positions for permanency
- D. To supply specialized needs
- E. Other purposes that may not be known at this time

There is no guarantee of the number of employees or hours that will be required from the resulting contract(s).

Bidders may offer the services for which they currently have resources to provide temporary employment services, as there may be multiple awards. However, it is the intent of the City to obtain ALL temporary employment services through a maximum of two vendors.

The City requires that the successful bidder(s) perform either drug testing and/or criminal background checks for employees being sent to the City for positions at a level greater than or equal to the level that is performed by the City for its own employees. All pre-employment screening/testing costs shall be borne by the bidder(s). These services shall be available to all City divisions, as required.

The complete list of all positions and current pay scales for the City of Port Orange is attached as Exhibit A to this RFP and is subject to change. These positions are not intended to neither limit competition nor specify any particular proposer, but to ensure that the City receives services customized to fit its particular requirements.

Temporary Employment Services: For the purpose of this solicitation, temporary employment services shall be defined as a contractor providing the services of an employee that has been hired by the contractor to provide the specific services required by the City. The contractor shall hire the identified employee, paying him/her the hourly rate determined by the City and charge the City an agreed upon percentage of mark-up.

Employee Leasing Services: For the purpose of this solicitation, employee leasing services shall be defined as the City providing the employee, the hourly rate the employee shall receive and the hours the employee will work. The City shall exercise control regarding the hiring,

training, and firing of these employees. The contractor shall charge the City an agreed upon percentage of mark-up.

SCOPE OF SERVICE

The awarded bidder(s) shall be responsible for:

A. Pre-employment security checks to include a drug test and background screening greater than or equal to the City's approved written policy on pre-employment security checks that shall be inclusive of but not limited to a US Criminal/Sex Offender Search, Motor Vehicle Record search when applicable and social trace.

B. Employee Liability Management to include the following:
Workers' Compensation Coverage & Claim Resolution
Employment Practices Liability Insurance
Unemployment Claims Management
Conflict Resolution

C. Employment Administration:
Payroll Processing
Payroll Tax Filing
FICA, FUTA, SUTA
Insurance Procurement
Garnishments
Quarterly Reports
Human Resources Management Reports
Direct Deposit, if employee desires
W-2's & 1099's

D. Benefit Solutions if applicable:
Health Care, Dental & Vision Plans
401 (k) plan
Basic & Voluntary Life Insurance
Basic & Voluntary Personal Accident Insurance

E. Services shall include preparing, auditing, and delivery of payroll checks to employees and reports to the City, as required. Failure to provide payroll checks to employees on time may result in the City exercising its right to terminate the agreement.

F. Temporary employees shall not be paid overtime without the express written authorization of the appropriate City personnel.

G. Bidder(s) is responsible for designating an assigned representative to work directly with the City's project manager and Human Resources Division for the purposes of this contract.

BIDDER'S QUALIFICATIONS

The following qualifications shall be met by all bidders.

A. Bidder(s) shall have a written Workers' Compensation Policy that details for the City how to handle medical emergencies relating to the contractor's employees. Said policy shall include, but not be limited to:

- Where to send the employee
- How to transport
- Whom to notify

B. All bidders must have been actively engaged in this field for a period of no less than two years, and provide references from at least five (5) clients.

C. Bidders must have adequate personnel, equipment, and ability to perform prompt service and maintain regular business hours of 8 a.m. to 5 p.m., Monday through Friday. An after-hours contact also must be made available for shifts that work between the hours of 5 p.m. and 8 a.m., as well as on weekends.

TEMPORARY EMPLOYMENT SERVICES QUALIFICATIONS

The below mentioned qualifications refer to bidders who will be providing temporary employment services:

A. The City will specify a time for the temporary employee's arrival at the job location. Time will start upon the temporary employee's arrival at the specified location.

B. The bidder(s) shall have the ability to provide the services in the time period requested. In no event shall the bidder(s) provide the services later than twenty-four hours after the City request was made. In the event that the selected bidder does not respond within this time frame, the City reserves the right to contact another vendor to fill the position.

C. The bidder(s) shall guarantee that any employee(s) provided for temporary help services is qualified to fill the position specified and will perform in an efficient, professional manner. If temporary personnel fail to perform in a satisfactory manner, the City will not be charged for said services. The City shall be provided replacement personnel within two (2) hours from notification that an employee is not performing satisfactorily. For those positions requiring specialized skill sets, the City will work with the contractor for a reasonable amount of time to obtain replacement services. The City reserves the right to go to another vendor for any requirement that cannot be filled by the original contractor within a reasonable time frame or if the requirement warrants it.

D. The bidder(s) shall provide a list of all positions they are capable of filling for the City along with the hourly rate paid to employee and the markup percentage to be paid by the City. The bidder(s) shall also supply a markup percentage to be charged for additional positions, which may be defined and/or added in the future.

EMPLOYEE LEASING SERVICES QUALIFICATIONS

The below mentioned qualifications refer to bidders who will be providing employee leasing services:

A. Any of the positions listed in Exhibit A have the potential to be requested as a leased/payroll service position. The City may also request additional positions not listed. The City and the bidder(s) will come to a mutually agreed upon rate of pay and mark-up fee prior to the start of any services for additional positions not listed on Exhibit

B. Bidder(s) offering employee leasing shall provide the following information:

1. Time frame in which they can process a request to add an employee to their payroll.

2. The location in which said employee requests will be processed and may the request be processed at the City location requesting the employee.

C. The employee rate shall stay the same twenty-four hours per day, seven days per week. Overtime, hours worked in excess of forty hours shall be charged to the City only when prior written authorization has been obtained. In no case will overtime be paid for less than forty hours worked.

AWARD TERM

The successful bidder(s) shall be required to enter into a standard services agreement for an initial three year term with two subsequent one year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of City Council.

BIDDER'S PERSONNEL

During the performance of the contract, the bidder agrees to the following:

A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.

B. The bidder shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.

C. The bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

E. The bidder shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.

F. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

G. Any information concerning the City, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the City.

CONTRACT/BIDDER RELATIONSHIP

The City of Port Orange reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the City. The City makes no representation or guarantee with respect to the amount of services that will be procured by any contractor. All procurement is subject to budgetary approval and expenditure authorization by City Council.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the City and is not, nor shall be, construed to be an agent or employee of the City. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate and terminate members of its work force. The City shall supervise, train, direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The City shall provide the awarded bidder's employees with:

1. A workplace which substantially complies with all applicable safety and health standards, statutes and ordinances
2. All available and requested information training and safety equipment with respect to hazardous substances
3. Sufficient instructions, assistance, supervision and time to perform the services requested of them the City reserves the right to reject any employees that it deems unfit or not qualified to perform the function for which they were requested.

The independent bidder shall not be exclusively bound to the City and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the City.

The City reserves the right to convert a temporary or leased employee to full time or permanent status at any time during the assignment. Should the conversion occur prior to the mutually agreed upon minimum number of hours worked or less than the mutually agreed upon time frame, the City will pay the bidder(s) the applicable conversion fee as stated in the standard services agreement.

Acknowledged 12-10-2014
by: Cheryl L. Ratchiff

Note: The details of our scope of services are located in envelope #2 as requested on page 10 of 51 section 7. (Technical and pricing info.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2014

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 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 LIC #0E77964 1-415-365-8000

Integro Insurance Brokers

One California Street
4th Floor
San Francisco, CA 94111**INSURED**New Koosharem Corporation and Subsidiaries
incl. Select Staffing, Westaff, Remedy Intelligent Staffing
RemX, Select Truckers Plus et. al.
3820 State Street
Santa Barbara, CA 93105**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GREENWICH INS CO

22322

INSURER B: XL INS AMER INC

24554

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 40860447

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			RGD 50000438	07/31/14	01/31/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Loc/Proj Agg \$ 10,000,000
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☒ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 10,000
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS						
	☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD 50000435 (AOS)	07/31/14	01/31/15	☒ WC STATU-TORY LIMITS ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			RWR 50000436 (WI)	07/31/14	01/31/15	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER

Select Staffing

3820 State Street

Santa Barbara, CA 93105

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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jchan

40860447



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 CN104-Std-Crime-14-15	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED New Kooshare Corp and Subsidiaries incl. Select Staffing, Westaff Remedy Intelligent Staffing, RemX Select Truckers Plus et. al. 3820 State Street Santa Barbara, CA 93105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Beazley Group Plc		37540
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Crime		W14012140201	07/31/2014	07/31/2015	Limit 10,000,000 Deductible 100,000

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

Policy includes "Client's Property" coverage which includes third party loss, subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Select Staffing
3820 State Street
Santa Barbara CA 93105

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
of Marsh Risk & Insurance Services

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Romedy Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Temporary
Custodian	95	9015	\$8.51	1.32	11.23
Program Leader	95	9102	\$8.51	1.32	11.23
TV Production Specialist	95	8810	\$8.51	1.32	11.23
Water Meter Repairman	95	7520	\$8.51	1.32	11.23
Maintenance Worker II	110	9102	\$10.39	1.32	13.71
Office Assistant III	110	8810	\$10.39	1.32	13.71
Meter Reader	115	7520	\$10.69	1.32	14.11
Utility/Meter Reader	115	7520	\$10.69	1.32	14.11
Customer Service Rep I	117	8810	\$10.82	1.32	14.28
Permit Licensing Technician	117	8810	\$10.82	1.32	14.28
Office Assistant IV	120	8810	\$11.28	1.32	14.88
Sr. Meter Reader	120	7520	\$11.28	1.32	14.88
Storekeeper	120	8810	\$11.28	1.32	14.88
Utility Service Worker	122	7580	\$11.36	1.32	15.00
Community Service Officer	125	7720	\$11.75	1.32	15.51
Crime Statistician	125	8810	\$11.75	1.32	15.51
Quartermaster	125	8810	\$11.75	1.32	15.51
Customer Service Rep II	126	8810	\$11.78	1.32	15.55
Equipment Operator II	126	5509	\$11.78	1.32	15.55
Sign/Bldg Technician	126	5509	\$11.78	1.32	15.55
Small Engine Mechanic	126	8380	\$11.78	1.32	15.55
Crew Chief	132	7520	\$12.29	1.32	16.22
Accounting Technician II	135	8810	\$12.47	1.32	16.46
Lift Station Mechanic	135	7520	\$12.47	1.32	16.46
Parks & Rec Program Spec.	135	8810	\$12.47	1.32	16.46
Plant Mechanic	135	7520	\$12.47	1.32	16.46
Utilities Technician	135	7520	\$12.47	1.32	16.46
Automotive Mechanic II	136	8380	\$12.63	1.32	16.67
Customer Service Rep III	136	8810	\$12.63	1.32	16.67
Utility Billing Clerk	136	8810	\$12.63	1.32	16.67
Treatment Plant Operator	138	7520	\$13.21	1.32	17.44
Code Compliance Inspector	140	9410	\$13.62	1.32	17.98

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Customer Service Supervisor	140	8810	\$13.62	1.32	17.98
Office Assistant V	140	8810	\$13.62	1.32	17.98
Senior Utilities Technician	140	7520	\$13.62	1.32	17.98
Victim Advocate	140	7720	\$13.62	1.32	17.98
Lab Technician	145	7520	\$13.93	1.32	18.39
Foreman	146	7520	\$14.20	1.32	18.74
Assistant Lab Manager	150	7520	\$14.64	1.32	19.32
Buyer	150	8810	\$14.64	1.32	19.32
Chief Plant Mechanic	150	7520	\$14.64	1.32	19.32
Helpdesk Specialist	150	8810	\$14.64	1.32	19.32
Instrument Control Technician	150	9410	\$14.64	1.32	19.32
PC Specialist	150	8810	\$14.64	1.32	19.32
Recreation Coordinator	150	9102	\$14.64	1.32	19.32
Shift Supervisor	150	7580	\$14.64	1.32	19.32
Special Events Coordinator	150	8810	\$14.64	1.32	19.32
Accounting Technician III	155	8810	\$15.36	1.32	20.28
Executive Asst. to City Mgr.	155	8810	\$15.36	1.32	20.28
HR Administrator	155	8810	\$15.36	1.32	20.28
Paralegal	155	8810	\$15.36	1.32	20.28
Parks & Rec Supervisor	155	9102	\$15.36	1.32	20.28
Right-of-Way Agent	155	7520	\$15.36	1.32	20.28
Building Permit Coordinator	160	8810	\$16.12	1.32	21.28
Code Enforcement Supervisor	160	9410	\$16.12	1.32	21.28
Construction Inspector	160	9410	\$16.12	1.32	21.28
Development Review Tech.	160	8810	\$16.12	1.32	21.28
Utility Inspector	160	7520	\$16.12	1.32	21.28
Accountant I	165	8810	\$17.20	1.32	22.70
Applications Administrator	165	8810	\$17.20	1.32	22.70
AS400 Mid-Range Programmer	165	8810	\$17.20	1.32	22.70
Engineer	165	8810	\$17.20	1.32	22.70
Lab Manager	165	7580	\$17.20	1.32	22.70
Public Works Engineer	165	8810	\$17.20	1.32	22.70
Sr. I.T. Analyst	165	8810	\$17.20	1.32	22.70
Superintendent	165	7520	\$17.20	1.32	22.70
Building Insp/Plans Examiner	170	9410	\$18.05	1.32	23.83
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.32	23.83
Chief Plant Operator	170	7580	\$18.05	1.32	23.83
GIS Technician	170	8810	\$18.05	1.32	23.83
Grants/Contract Accountant	170	8810	\$18.05	1.32	23.83
Proprietary Funds Accountant	170	8810	\$18.05	1.32	23.83

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Utilities Budget Analyst	170	8810	\$18.05	1.32	23.83
Web Developer/Programmer	170	8810	\$18.05	1.32	23.83
Chief Inspector	175	9015	\$18.96	1.32	25.03
PIO & Grants Manager	175	8810	\$18.96	1.32	25.03
Planner	175	8810	\$18.96	1.32	25.03
Senior Accountant	175	8810	\$18.96	1.32	25.03
Asst. Public Utilities Director	182	8810	\$20.59	1.32	27.18
Asst. Public Works Director	182	8810	\$20.59	1.32	27.18
City Clerk	182	8810	\$20.59	1.32	27.18
Customer Service Manager	182	8810	\$20.59	1.32	27.18
Facilities Manager	182	5509	\$20.59	1.32	27.18
HR Manager	182	8810	\$20.59	1.32	27.18
Purchasing Manager	182	8810	\$20.59	1.32	27.18
Risk Manager	182	8810	\$20.59	1.32	27.18
Civil Engineer	187	8810	\$22.13	1.32	29.21
Compliance Manager	187	8810	\$22.13	1.32	29.21
Senior Planner	187	8810	\$22.13	1.32	29.21
Principal Planner	188	8810	\$22.74	1.32	30.02
Building Official	189	9410	\$23.35	1.32	30.82
Network Administrator	189	8810	\$23.35	1.32	30.82
Public Utilities Engineer	189	7520	\$23.35	1.32	30.82
Accounting Manager	190	8810	\$25.79	1.32	34.04
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.32	34.04
Community Development Engineer	190	8810	\$25.79	1.32	34.04
Construction & Engineering Mgr	190	8810	\$25.79	1.32	34.04
IT Manager	190	8810	\$25.79	1.32	34.04
Planning Manager	190	8810	\$25.79	1.32	34.04

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Romeo Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Leased
Custodian	95	9015	\$8.51	1.30	11.06
Program Leader	95	9102	\$8.51	1.30	11.06
TV Production Specialist	95	8810	\$8.51	1.30	11.06
Water Meter Repairman	95	7520	\$8.51	1.30	11.06
Maintenance Worker II	110	9102	\$10.39	1.30	13.51
Office Assistant III	110	8810	\$10.39	1.30	13.51
Meter Reader	115	7520	\$10.69	1.30	13.90
Utility/Meter Reader	115	7520	\$10.69	1.30	13.90
Customer Service Rep I	117	8810	\$10.82	1.30	14.06
Permit Licensing Technician	117	8810	\$10.82	1.30	14.06
Office Assistant IV	120	8810	\$11.28	1.30	14.66
Sr. Meter Reader	120	7520	\$11.28	1.30	14.66
Storekeeper	120	8810	\$11.28	1.30	14.66
Utility Service Worker	122	7580	\$11.36	1.30	14.77
Community Service Officer	125	7720	\$11.75	1.30	15.28
Crime Statistician	125	8810	\$11.75	1.30	15.28
Quartermaster	125	8810	\$11.75	1.30	15.28
Customer Service Rep II	126	8810	\$11.78	1.30	15.31
Equipment Operator II	126	5509	\$11.78	1.30	15.31
Sign/Bldg Technician	126	5509	\$11.78	1.30	15.31
Small Engine Mechanic	126	8380	\$11.78	1.30	15.31
Crew Chief	132	7520	\$12.29	1.30	15.98
Accounting Technician II	135	8810	\$12.47	1.30	16.21
Lift Station Mechanic	135	7520	\$12.47	1.30	16.21
Parks & Rec Program Spec.	135	8810	\$12.47	1.30	16.21
Plant Mechanic	135	7520	\$12.47	1.30	16.21
Utilities Technician	135	7520	\$12.47	1.30	16.21
Automotive Mechanic II	136	8380	\$12.63	1.30	16.42
Customer Service Rep III	136	8810	\$12.63	1.30	16.42
Utility Billing Clerk	136	8810	\$12.63	1.30	16.42
Treatment Plant Operator	138	7520	\$13.21	1.30	17.17
Code Compliance Inspector	140	9410	\$13.62	1.30	17.71

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Customer Service Supervisor	140	8810	\$13.62	1.30	17.71
Office Assistant V	140	8810	\$13.62	1.30	17.71
Senior Utilities Technician	140	7520	\$13.62	1.30	17.71
Victim Advocate	140	7720	\$13.62	1.30	17.71
Lab Technician	145	7520	\$13.93	1.30	18.11
Foreman	146	7520	\$14.20	1.30	18.46
Assistant Lab Manager	150	7520	\$14.64	1.30	19.03
Buyer	150	8810	\$14.64	1.30	19.03
Chief Plant Mechanic	150	7520	\$14.64	1.30	19.03
Helpdesk Specialist	150	8810	\$14.64	1.30	19.03
Instrument Control Technician	150	9410	\$14.64	1.30	19.03
PC Specialist	150	8810	\$14.64	1.30	19.03
Recreation Coordinator	150	9102	\$14.64	1.30	19.03
Shift Supervisor	150	7580	\$14.64	1.30	19.03
Special Events Coordinator	150	8810	\$14.64	1.30	19.03
Accounting Technician III	155	8810	\$15.36	1.30	19.97
Executive Asst. to City Mgr.	155	8810	\$15.36	1.30	19.97
HR Administrator	155	8810	\$15.36	1.30	19.97
Paralegal	155	8810	\$15.36	1.30	19.97
Parks & Rec Supervisor	155	9102	\$15.36	1.30	19.97
Right-of-Way Agent	155	7520	\$15.36	1.30	19.97
Building Permit Coordinator	160	8810	\$16.12	1.30	20.96
Code Enforcement Supervisor	160	9410	\$16.12	1.30	20.96
Construction Inspector	160	9410	\$16.12	1.30	20.96
Development Review Tech.	160	8810	\$16.12	1.30	20.96
Utility Inspector	160	7520	\$16.12	1.30	20.96
Accountant I	165	8810	\$17.20	1.30	22.36
Applications Administrator	165	8810	\$17.20	1.30	22.36
AS400 Mid-Range Programmer	165	8810	\$17.20	1.30	22.36
Engineer	165	8810	\$17.20	1.30	22.36
Lab Manager	165	7580	\$17.20	1.30	22.36
Public Works Engineer	165	8810	\$17.20	1.30	22.36
Sr. I.T. Analyst	165	8810	\$17.20	1.30	22.36
Superintendent	165	7520	\$17.20	1.30	22.36
Building Insp/Plans Examiner	170	9410	\$18.05	1.30	23.47
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.30	23.47
Chief Plant Operator	170	7580	\$18.05	1.30	23.47
GIS Technician	170	8810	\$18.05	1.30	23.47
Grants/Contract Accountant	170	8810	\$18.05	1.30	23.47
Proprietary Funds Accountant	170	8810	\$18.05	1.30	23.47

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Utilities Budget Analyst	170	8810	\$18.05	1.30	23.47
Web Developer/Programmer	170	8810	\$18.05	1.30	23.47
Chief Inspector	175	9015	\$18.96	1.30	24.95
PIO & Grants Manager	175	8810	\$18.96	1.30	24.95
Planner	175	8810	\$18.96	1.30	24.95
Senior Accountant	175	8810	\$18.96	1.30	24.95
Asst. Public Utilities Director	182	8810	\$20.59	1.30	26.77
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HR Manager	182	8810	\$20.59	1.30	26.77
Purchasing Manager	182	8810	\$20.59	1.30	26.77
Risk Manager	182	8810	\$20.59	1.30	26.77
Civil Engineer	187	8810	\$22.13	1.30	28.77
Compliance Manager	187	8810	\$22.13	1.30	28.77
Senior Planner	187	8810	\$22.13	1.30	28.77
Principal Planner	188	8810	\$22.74	1.30	29.56
Building Official	189	9410	\$23.35	1.30	30.36
Network Administrator	189	8810	\$23.35	1.30	30.36
Public Utilities Engineer	189	7520	\$23.35	1.30	30.36
Accounting Manager	190	8810	\$25.79	1.30	33.53
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.30	33.53
Community Development Engineer	190	8810	\$25.79	1.30	33.53
Construction & Engineering Mgr	190	8810	\$25.79	1.30	33.53
IT Manager	190	8810	\$25.79	1.30	33.53
Planning Manager	190	8810	\$25.79	1.30	33.53

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required

REFERENCES

Agency #1	Teledyne Oil + Gas
Address	1026 N. Williamson Blvd.
City, State, ZIP	Daytona Beach, FL 32114
Contact Person	Cheryl Perrealt
E-mail	cheryl.perrealt@teledyne.com Phone: 386-236-0880
Date(s) of Service	11/06/2005 - Current
Type of Service	Provide Temporary, Payrolling + Direct Hires
Comments:	Temp / Temp to Hire / Payroll / Direct Placement
Agency #2	Flomet LLC
Address	810 Flightline Blvd.
City, State, ZIP	Deland FL 32724
Contact Person	Tom Houck
E-mail	thouck@arcnim.com Phone: 479-459-4120
Date(s) of Service	1/25/2006 - Current
Type of Service	Provide Temporary, Payrolling + Direct Hires
Comments:	Temp / Temp to Hire / Payroll / Direct Hires
Agency #3	Gambro Renal Products
Address	1845 Mason Avenue
City, State, ZIP	Daytona Beach, FL 32117
Contact Person	Jennifer Amaral
E-mail	jennifer_amaral@baxter.com Phone: 386-274-2811
Date(s) of Service	4/3/2006 - Current
Type of Service	Provide Temporary + Direct Hires
Comments:	Temp / Temp to Hire / Direct Hires

REMEDY INTELLIGENT STAFFING
 1140 Pelican Bay Dr.
 Daytona Beach, FL 32119
 (386) 615-8859

REFERENCES

Agency #1	Thompson Pump
Address	4620 City Center Drive
City, State, ZIP	Port Orange, FL 32129
Contact Person	Victor Nadeau
E-mail	vnadeau@thompsonpump.com Phone: 386-944-4112
Date(s) of Service	6-30-2014
Type of Service	Provide Temporary / Temp to Hire
Comments:	Temp / Temp to Hire / Direct Hire
Agency #2	Palm Coast Data, LLC
Address	6 Commerce Blvd.
City, State, ZIP	Palm Coast, FL 32164
Contact Person	Adrienne Decamillo
E-mail	decamillo.adrienne@palmcoastdata.com Phone: 386-447-2478
Date(s) of Service	6-30-2008 - Current
Type of Service	Provide Temp, Payrolling, Permanent Emp.
Comments:	Temp / Payroll / Temp to Hire / Direct Hire
Agency #3	Hudson Technologies
Address	1327 North US Highway 1
City, State, ZIP	Ormond Beach, FL 32174
Contact Person	Pamela Price
E-mail	pricep@hudsontool.com Phone: 386-615-7101
Date(s) of Service	10-17-2005 - Current
Type of Service	Provide Temporary, Payroll + Permanent Emp
Comments:	Temp / Temp to Hire / Payroll / Direct Hire

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 Daytona Beach, FL 32119
 (386) 615-8859

REFERENCES

Agency #1	Costa Del Mar	
Address	2361 Mason Avenue, Suite 100	
City, State, ZIP	Daytona Beach FL 32174	
Contact Person	Sandy Jones	
E-mail	sjones@costadelmar.com Phone: 274-4000 ext 117	
Date(s) of Service	5-13-2013 - Current	
Type of Service	Provide Temporary & Temp to Hire	
Comments:	Temp / Temp to Hire	
Agency #2	Apco	
Address	351 N. Williamson Blvd.	
City, State, ZIP	Daytona Beach, FL 32114	
Contact Person	Ricki Marshall	
E-mail	marshallr@apcointl.org Phone: 386-322-2500	
Date(s) of Service	1/19/2006 - Current	
Type of Service	Provide Temporary + Permanent Emp	
Comments:	Temp / Temp to Hire / Direct Hire	
Agency #3	Invacare	
Address	2101 East Lake Mary Blvd.	
City, State, ZIP	Sanford, FL 32733	
Contact Person	Linda Baxter	
E-mail	lbaxter@invacare.com Phone: 407-321-5630	
Date(s) of Service	9-13-2010 - Current	
Type of Service	Provide Temporary + Permanent Employees	
Comments:	Temp / Temp to Hire / Direct Hire	

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 (386) 615-8859



CITY OF PORT ORANGE

PURCHASING DIVISION

Joseph A. Gomez, Purchasing Coordinator

jgomez@port-orange.org

1000 CITY CENTER CIRCLE

PORT ORANGE, FLORIDA 32129

TELEPHONE 386-506-5704

FAX 386-506-5711

ADDENDUM NO. 1

November 15, 2014

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE

Temporary Employee and Employee Leasing Services

Bid #15-08

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 4, 2014 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.

Questions posted by vendor regarding the City of Port Orange, Florida RFP #15-08 (Temporary Employee and Employee Leasing Services):

- Who are the current vendors for Temporary Services? Response: Remedy Intelligent Staffing and AUE Staffing Inc.
- What is the current Mark-Up for each vendor? Response: Remedy Intelligent Staffing 29% AUE Staffing Inc. varies per position.
- Who is the current vendor for Employee Leasing? Response: Vendors are Remedy Intelligent Staffing and AUE Staffing Inc.
- What is their current Mark-Up? Response: Remedy Intelligent Staffing 29% AUE Staffing Inc. varies per position.
- How can we obtain a copy of the Bid Tabulation for the last time this RFP was let for response? Response: Since it is a piggyback from Volusia County, it would have to be requested from that organization.
- What is the estimated volume for the Temporary Services? Response: Variable but most likely less than 50 people per year,

- What is the estimated volume for Employee Leasing? Response: Variable but most likely less than 50 people per year.

- Will the awarded vendor for Employee Leasing have to be licensed according to 2013 Florida Statutes; Title XXXII; Chapter 468; Part XI ((Employee Leasing Companies)? Response: General Requirement 4, stipulates that bidder must comply with all State, Federal and local laws, which would essentially require the vendor to obtain this license for employee leasing services

- Will any of the Temporary or Leased Employees be ask to perform any of the following tasks:
 - Driving any type of motor vehicle on public roads. Response: Yes. Some but not all.
 - Hydro blasting. Response: No
 - Working on Roofs. Response: No
 - Erecting Scaffolding Response: No
 - Work covered by the USL&H. Response: No
 - Work covered by the Jones Act. Response: No
 - Demolition (heavy) other than light renovation work in a building. Response: No
 - Work higher than six feet off the ground level or a working surface. Response: No
 - Tunneling. No
 - Asbestos Abatement - We do not do asbestos removal. Response: No
 - Mold Removal - We do not clean up any mold. Response: No
 - Work around hot chemical tanks doing clean-up of spilled materials. No
 - Tree trimming where it requires employees to climb into trees or use ladders to gain access to upper portions of the tree. Response: No
 - Operating Heavy Equipment/Motorized Equipment. Response: No
 - Work involving garbage trucks. Response: No

- If yes to any of the questions involving tasks, please identify the position, where the task will be performed and what type of work will be performed. Response: For maintenance positions, temp or leased employees may be required to drive form job site to job site on City streets.

- How can we obtain the position descriptions for each position listed on pages 49-51 of the RFP? Response: Job descriptions may be emailed upon request, however the City of Port Orange is finalizing a compensation and classification study, and these positions are likely to change in the very near future.

- What is the level of drug testing and/or criminal background checks that the City of Port Orange, Florida performs on its own employees? Response: 5 panel DOT drug test for those that have current CDL driver license. 10 panel drug test under Drug Free Work Place for all others. MVR check for driving positions. Background check includes US Criminal/Sex Offender Search and Social Trace.

- What is the High-Low Range on the Mark-up for AUE Staffing, Inc. Response: AUE staffing has only been used once for a building inspector position and markup was 33%

- Will any of the Temporary/Leased be required to have a CDL License to perform these duties? Response: No
- For maintenance positions, temp or leased employees may be required to drive from job site to job site on City streets.

Would this at various job sites during the workday? Response: Yes

- Will these positions be using City vehicles or personal vehicles? Response: City vehicles
 - If personal vehicles will they be reimbursed for mileage and what would the rate be? Not applicable
 - If personal vehicles would the City provide any insurance coverage Not applicable
 - If City vehicles what type of vehicles? Response: Small pick-up trucks such as Chevy Colorado



CITY OF PORT ORANGE

PURCHASING DIVISION

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ADDENDUM NO. 2

November 17, 2014

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE

Temporary Employee and Employee Leasing Services

Bid #15-08

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 4, 2014 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.

Questions posted by vendor regarding the City of Port Orange, Florida RFP #15-08 (Temporary Employee and Employee Leasing Services):

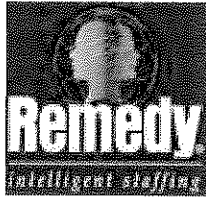
- What is the anticipated spend for both staffing and leasing employees? Projected is ~\$100,000-\$150,000 depending upon City needs
- What was the leasing and staffing spent for 2013 and YTD 2014? FY 13-14 was \$300,000 due to loss of City-wide mowing contract for 6 months. FYTD 14-15 is \$16,000.
- What is the breakdown between leased employees and temporary employees annually? Estimated at 80% temporary employees and 20% leased employees.



Determination of Lowest and Best Bidder Information:

- Remedy is one of the very few staffing services with **two** full time office locations in **Volusia County!**
 - **Daytona Beach, 1140 Pelican Bay Drive, 32119**
 - **Deland, 124 South Amelia Avenue, 32724**
- We are a **full service** company with a proven experienced team offering:
 - Temporary
 - Temp-To-Hire
 - Direct Hire
 - Payrolling, Leasing
- **We offer reasonably priced insurance after only eight hours of work which includes part time and full time temporary employees**
 - **Medical Insurance** (*including major medical for only \$25.00 per week starting January 2014 in compliance with ACA*)
 - **Dental Insurance**
 - **Prescription Drug Discounts**
 - **Vision Care Insurance**
 - **Term Life Insurance**
 - **Short Term Disability**
 - **401K**
- **Strong reputation “for doing what we say we’ll do”**
 - Opened our local offices in Volusia County in **1993**
 - **Our franchise currently has: 37 permanent in-house employees, 2,500 – 3,000 associates and in Daytona Beach 450 – 500 associates**
- **Experienced Team**
 - Cheryl Ratcliff, Director of Business Development
 - Tawnya Titus, Regional Manager
 - **7 full time staffing supervisors with over five years tenure with our company / Remedy Staffing, Daytona and Deland**
 - Tom Baase, Safety Manager
- **E-verify-** eligibility to legally work in U.S. checks are ran on every new hire
- **National Criminal Background Checks** are ran on all new hires and the results are usually available in less than 24 hours
- **Drug tests** are administered on all new hires
- **24 hour on call service** will be provided for all city employees to reach a Remedy Staffing Supervisor in the event of an emergency
- **We offer same day service!** We maintain a pool of candidates ready to start immediately
- Payroll is processed weekly and printed onsite which enables us to do payroll adjustments immediately
- Accurate clean invoicing
- **Our safety program is unparalleled**
- Our recruiting and referral pipeline has built a deep local talent pool. We have over **300 people apply a week in Volusia County.**
- We have over 2,000 web-based assessments tailored specifically to each departments needs
- Strong local involvement and corporate support
- Excellent References

SelectRemedy



Select Remedy Intelligent Staffing City of Port Orange RFP #15-08

Our Mission

To be the most respected staffing firm in each market we serve by providing *best-in-class, extra-mile service* to our valued clients and associate employees

Our Values

- We are professional in every aspect of our business.
- We insist on integrity.
- We “go the extra mile” to deliver service to our three customers: clients, colleagues, and associates.
- We are decisive and embrace growth opportunities.
- We make commitments and set meaningful goals.
- We measure results and recognize and reward achievements.
- We leverage technology, innovation, and teamwork to satisfy our customers.
- Our CDR (Courtesy, Dignity, & Respect) distinguishes us.

Positions Routinely Filled

Remedy is a full service staffing company. We hire for executive positions as well as general labor. This includes salary and hourly positions. Four services we offer are direct hire, temp-to-hire, temporary placement and payrolling.

Some of the positions we routinely fill but not limited to:

- Administrative
- Accounting / Purchasing
- Human Resource
- Managerial / Executive
- IT
- Receptionist / Customer Service
- Maintenance / General Labor

Services We Provide

- Temporary Placement
- Temp-To- Hire
- Direct Hire
- Payrolling

City of Port Orange Pricing:

Hourly Bill Rate Mark Up for all Temporary / Temp to Hire Positions: 32%

No conversion fee after 480 hours as a Remedy Associate

Hourly Bill Rate Mark Up for all Payroll Positions: 30%

No hourly requirement

Buy Out Pricing: *Hiring someone prior to meeting the 480 hourly requirement. \$3.20 x hours not completed*

Pricing includes the following:

- All Employee's hourly wages
- Employer's payroll taxes
- Employer's social security contributions
- Worker's compensation
- Unemployment taxes
- Liability insurance to \$1,000,000
- Filing of all required government reports
- Handling reference check requests
- Handling of unemployment & related claims
- Creating and maintaining personnel payroll taxes
- Cost of payroll check processing
- All administrative costs, Remedy Intelligent Staffing, being the employer
- Generation and distribution of W-2s to all Remedy Intelligent Staffing temporaries
- Recruiting and advertising
- **Drug test**
- **National Criminal Background Check**
- Social security verification
- **Time keeping system (optional)**

Work Plan

Servicing Your Account

- Initial recruiting, screening and selection will be conducted at our local offices.
- Background checks, drug test and social security verification will be done on every hire.
- 24 hour on call Blackberry service will be provided to City of Port Orange staff to reach a Remedy Staffing Supervisor.
- Our Regional Manager, Tawnya Titus will act as an extension of your HR team ensuring your human resource department's high standard of customer service.
- Reporting will include but not limited to placement counts, hours and grand total dollar amount broken down by department and job title.
- Payroll will be processed weekly.
- All paychecks will be printed in our office which will enable us to do payroll adjustments immediately.
- Accurate clean invoicing.
- Work with City of Port Orange human resource department focusing on continuous improvement.

Recruiting

- **Aggressive Advertising**
 - Newspapers
 - Internet websites - Careerbuilder, Craigslist, Hot Jobs, local newspaper sites
 - Magazines
 - Welcome Packages
- **Associate Referral Bonuses**
- **Client Referrals / Networking / Facebook / LinkedIn**
- **Crossover Placement**
- **Headhunting / Recruiting Calls**
- **Job Fairs**
- **Local Points of Interests**
 - Colleges
 - Churches
 - Employ Florida
- **Flyers**
 - YMCA
 - Library
- **On-line Application Via www.remedystaff.com**
- **Zipline (Our Automated call system which enables us to reach hundreds of qualified candidates within minutes)**

Our Expertise is Unparalleled Recruiting and Hiring

We get people. Our recruiting and referral pipeline has built a deep talent pool that allows us to be selective. Remedy's recruiting experts have the proven tools and technologies to find the best talent which enables us to give exceptional customer service. We are choosy. Only 40% of our applicants meet our screening and selection criteria. For this reason it is imperative that we have a constant steady flow of applicants coming through our doors. Our offices in Deland, Daytona, Columbia and Houston filter through hundreds of candidates weekly. Remedy attracts high-performance associates by offering the opportunity to work at great organizations in positions where they will succeed.

Ordering

Initial orders can be e-mailed or phoned in to a Remedy Staffing Supervisor. The local branch manager will then follow up to confirm the order and details of assignment. We fill close to 100% of all incoming orders and our turnover is currently less than 1%.

About Remedy Knowledge Bank Testing (Optional)

- Computer assessments tailored specifically to your industry
- **Over 2,000 assessments to choose from**
- Conveniently accessible web-based system, working candidates can complete their testing at home, at night and over the weekend
- Accurate detailed results, including how long each applicant took to answer each question.

Background Checks

We will be conducting a national criminal background check on every new hire prior to employment at City of Port Orange Group. Our background check provider is Sterling and First Advantage.



Our Relationship Building Philosophy

Our aspiration is to build a strong client relationship by working hard at understanding City of Port Orange's needs while upholding integrity and being passionate about providing extra-mile service. Our objective is to develop lasting relationships with customers.

Remedy Intelligent Staffing
Cheryl L. Ratcliff
Director of Business Development

X_____

1140 Pelican Bay Road, Daytona Beach FL 32119
(386) 615-8859
(386) 898-4262
cherylra@remedystaff.com
Fax (386) 615-6412

SelectRemedy

We **get** people.®



**Understanding people helps us recruit the *right* people.
Understanding your needs enables us to find *smart* solutions for you.
Understanding you inspires us to provide *extra-mile* service.**



Our Remedy Hiring Process

We have an eight step hiring process with each step having criteria which must be met in order to move on to the next step. If the candidate fails to meet any of these criteria we are unable to hire the particular candidate.

Criteria #1 – Each candidate must be able to provide two verifiable references and have no unexplainable gaps of employment.

Criteria #2 – Computer test which tests them on worker's comp risk, violence, drug abuse, deception, and theft. This test is 45 - 75 questions and is very thorough.

Criteria #3 – Safety Video and Video Quiz.

Criteria #4 – Additional testing which tests their basic math skill, attention to detail, reading comprehension and spelling.

Criteria #5 – Completion of application including a skills sheet.

Criteria #6 – Face to face interview with a Remedy supervisor.

Criteria #7 – Completion of post hire forms and client customized orientation.

Criteria #8 – Drug screen, criminal background checks and E-Verify

Note: We can add certain customized criteria for particular clients with special needs at no additional charge. We can also provide drug screening and background checks according to what your company policies require.



Remedy Injured Employee Policy

1. If emergency dial 911 and transport associate via ambulance
2. If non-emergency injury please have the employee call Remedy right away at 386.615.8859 or 386.738.0037 or after hours at 386-235-3960 or 386-547-3423. Employee will be directed to closest treatment facility or hospital (after hours)

Daytona Beach

PrimeCare

18990 LPGA Blvd. Suite 130
Daytona Beach, FL 32117
386.274.2212

Hours: M–F 8am–8pm,
Sat/Sun 10am–4:30pm

Halifax Medical Center

303 N. Clyde Morris Blvd
Daytona Beach, FL 32114
Phone: 386.254.4000
(After Business Hours)

Deland

Jena Medical

926 Saxon Blvd
Orange City, FL 32763
386.774.1881

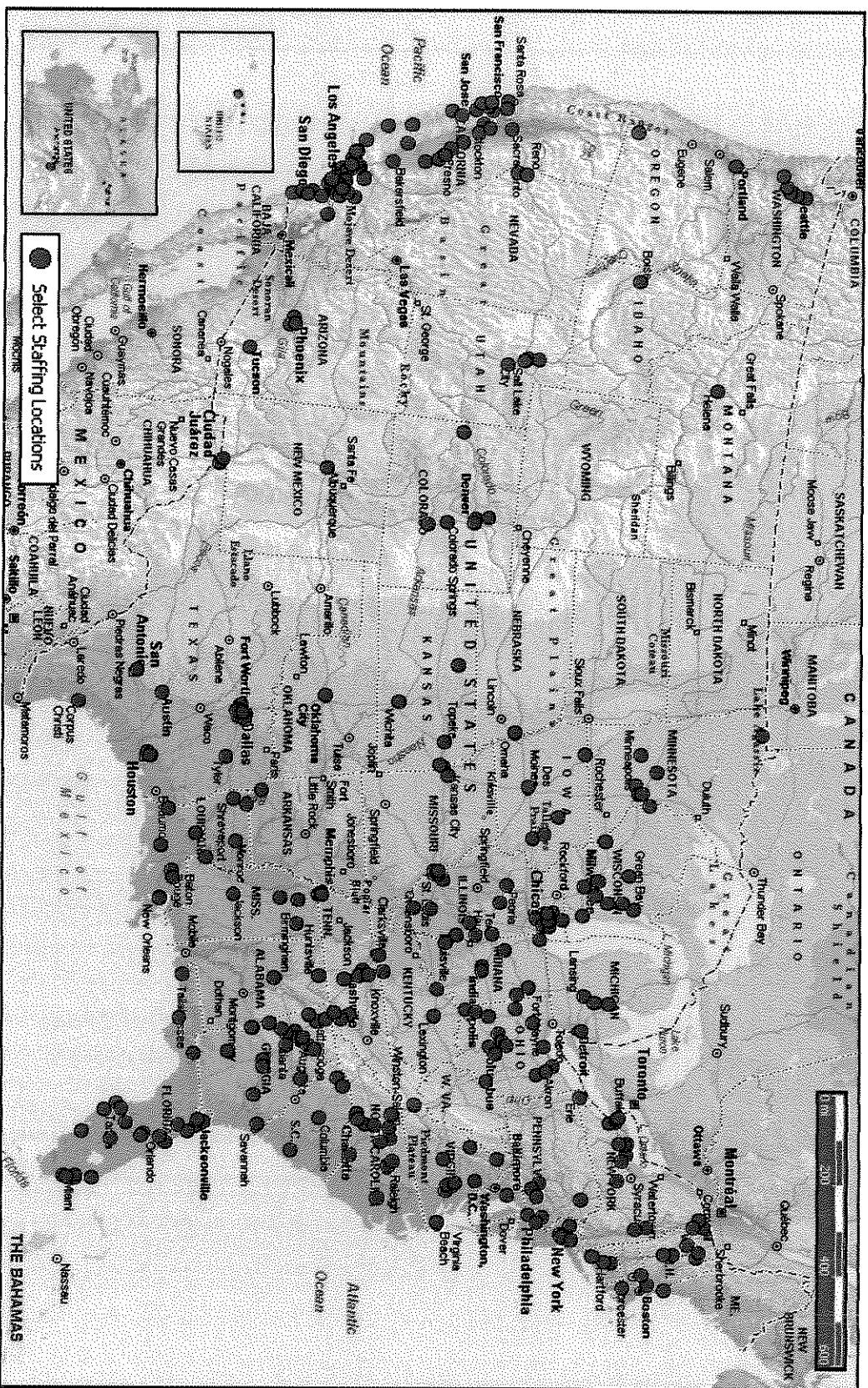
Hours: M–F 8am–5pm

Florida Hospital – Deland

701 West Plymouth Avenue
Deland, FL 32720
Phone: 386.943.4788
(After Business Hours)

Employee should drive themselves or call a relative in a non-emergency situation.

Our Nationwide Network



Worried about your staffing company's compliance with the Affordable Care Act?



We've got that covered.

Remedy Intelligent Staffing is dedicated to ensuring the well-being of our workforce and complying with the Affordable Care Act (ACA). We have completed an exhaustive search for the most favorable health insurance plan options for our valued Associates.

- We are one of the few staffing companies offering a stable, fully insured plan with a national insurance provider.
- We are also one of the few to ensure any hospital visits are covered.

With such attractive benefits, **Remedy** will be the preferred staffing agency for job seekers, ensuring we can continue to bring you the high-quality, elite Associates your company deserves.



Work with a responsible staffing company...

Cheryl Ratcliff, Director of Business Development
386-615-8859 or 386-738-0037
cherylra@remedystaff.com
www.remedystaff.com



We **get** people.®

Temporary • Temp-to-Hire • Search & Placement • Special Projects

Knowledge Bank



More knowledge.

More confidence.

More productivity.



remedy knowledge bank

Meet our mind reader.

*If a job candidate knows it,
Knowledge Bank shows it.*

When you need someone with a specific industry or position skill set, Remedy can provide more than just a list of skills on a résumé. Using **Knowledge Bank**, our web-based assessment tool, we'll choose a candidate and show you precisely how well that person knows each of the specific skills you need. This way you'll benefit from immediate productivity... day one.

We *get* people...
when you need them.



Remedy
intelligent staffing

We **get** people...
who have the skills you need.

Knowledge Bank

Instant Productivity

Remedy **Knowledge Bank** offers the finest assessments in the industry. You will have the confidence that when we send a Remedy temporary associate or a direct-hire candidate, you will immediately have the knowledge and productivity you need.

Better People

The convenience of our Remedy **Knowledge Bank** assessment system attracts a larger number of talented candidates because, with a web-based system, working candidates can complete their testing at home, at night and over the weekend.

Greater Flexibility

In addition to finding better people, Remedy **Knowledge Bank** enables you to more effectively utilize temporary associates. With their specific skills precisely assessed, you can use temporary associates in confidence for tasks you might not have considered before.



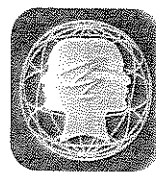
remedy knowledge bank.

Available assessments include the following categories (and more):

- Office / Professional
- Financial / Accounting / Banking
- Legal Office
- Graphic Arts
- Customer Service / Call Center
- Medical Office / Coders & Billers
- Light Industrial
- Technical
- IT Programming
- All Major Software Programs

Selected software assessments in:

Spanish	Portuguese
French	German
Italian	UK English



Remedy
intelligent staffing®

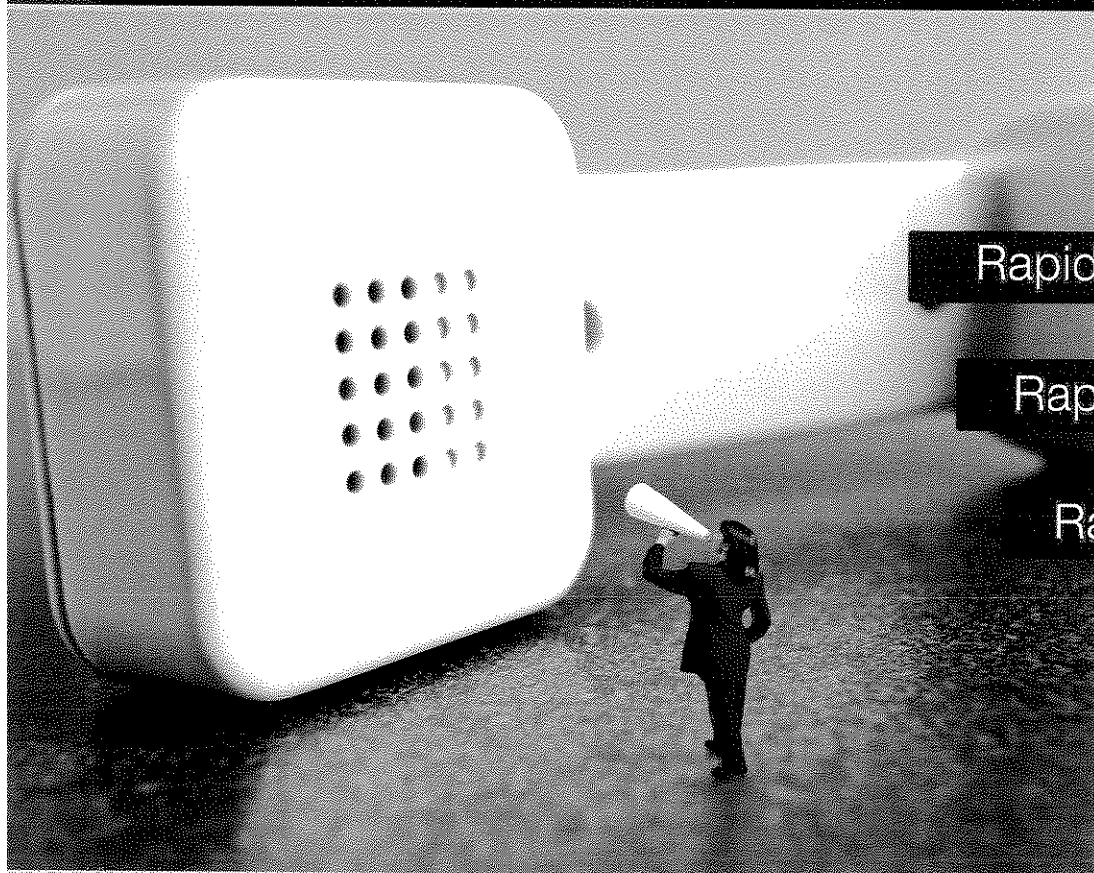
Contact your Remedy representative
today to learn how we verify and
deliver skilled professionals.

We **get** people.®

For a complete list of assessments, please contact your
Remedy representative.

www.remedystaff.com

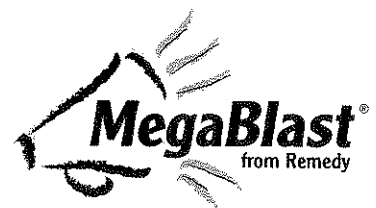
MegaBlast®



Rapid recruiting.

Rapid response.

Rapid results.



2 minutes + 320 contacts = 50 associates to work

The technology makes it possible.

Our people make it work.

MegaBlast is the exciting automated broadcast system used by Remedy Intelligent Staffing to respond efficiently and rapidly to your high-volume staffing needs. With **MegaBlast**, a Remedy recruiter is able to reach hundreds of qualified temporary associates within minutes using all modern forms of communication—including text messaging, instant messaging, email, phone, or fax. Whatever the device of choice, we can broadcast new job opportunities, shift changes, or make policy announcements in a single transaction. Like firefighters ready at a moment's notice, Remedy temporary associates are trained to respond immediately.

We *get* people...
when you need them.



www.remedystaff.com

We **get** people...
when you need them.

MegaBlast[®]

Need 50 people
on the job tomorrow?

Unexpected staffing needs are always a challenge.

But with **MegaBlast**, your Remedy team can contact 160 qualified associates in one minute with one call. The message is personally recorded, emailed, or sent via text by your local Remedy office and provides specific details about your job order.

Have to inform
320 workers of
a shift change?

No problem. Your Remedy representative can deliver a message to 320 Remedy associates in less than two minutes. We can even send out a wake-up call for early-morning shift changes.

Want assurance
your staffing needs
can be met?

Leading-edge technology is only part of the reason Remedy can deliver the results you desire. When we contact our associates, they respond ready to work. The relationship we have with our associates is strong. At Remedy, we combine the right technology with the right relationships to deliver the results you need to achieve your business goals.



"Our clients had unusually high demands one morning. It took only two minutes to get the message to 233 associates! Our phones were ringing within minutes... and our client orders were filled within the hour."

– Remedy Recruiter

"Our company needed 240 people within 10 business days. With MegaBlast, Remedy was able to fill our orders easily."

– Remedy Client



Contact your Remedy representative
to learn how to put **MegaBlast**
to work for you today.

We people.[®]

3-Step Risk Reduction Program

EXPERIENCE MODIFICATION FACTOR

Actual Excess Losses + (Weighting Value x Actual Excess Losses + (I - Weighting Value) X Expected Excess Losses + Ballast Value

Expected Excess Losses + (Weighting Value x Expected Excess Losses) + (j - Weighting Value) X Expected Excess Losses + Ballast Value

Keep your producers producing.

Lower your work comp costs.

Control your Ex-Mod.

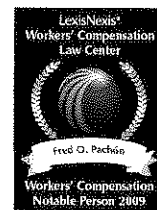
Is your team safe on the job?

*With our 3-Step Risk Reduction Program,
they will be.*

In partnership with our carriers, OSHA, and safety professionals, Remedy's expert team of Risk Management specialists is ready to execute a comprehensive strategy to conquer your loss control cycle. Remedy is recognized by the industry as a leader in safety and risk management. Our **3-Step Risk Reduction Program** has saved our clients thousands of injuries... and thousands of dollars.

We **get** people...
who keep producing for you.

Business Insurance
Risk Manager
OF THE YEAR
2009



We **get** people...
who keep producing for you.

3-Step Risk Reduction Program

1. Thorough Screening Process

We ensure risk-free hiring thanks to our rigorous application process:

1. Insight integrity assessment
2. Comprehensive application
3. Behavioral interview
4. Drug screen/background check (upon request)
5. Essential Functions Worksheet to determine physical capabilities.

2. Managed Work Environment

We have implemented hundreds of "SafetyPays" incentive programs at client sites to combat injuries and promote a safe working environment. Our safety programs have been extraordinarily successful, reducing injuries at client locations by 75% or higher.

3. Rehabilitated Long-Term Risk

Education: Our expert risk management team trains your supervisors on workers' comp and the specifics that negatively affect your rates. We guide them on how to manage your claims and insurance program and notify your employees about safe practices.

Targeted Cost Control: We immediately reduce your loss experience and costs through a First Aid Program and proven Claims Shadowing, which is critical to rate calculations. We carve out high-risk employees, administration, and liability from your company's operations and improve your Illness and Injury Prevention Program.

Ex-Mod Rehabilitation Strategy: We recondition your individual loss experience and implement the best method to staff your workforce, thereby permanently lowering your costs.

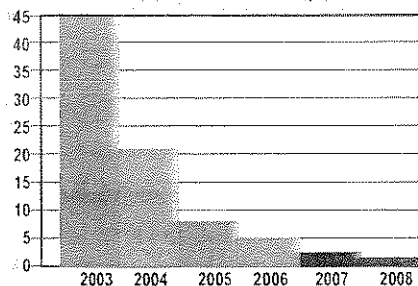
Case Studies

Take a look at some of the results our Risk Reduction Program has achieved for your peers.

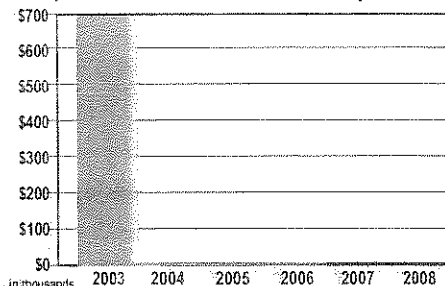
Sun Rich Fresh Foods had a 440 Ex-Mod and 40+ injuries each year when they commenced our Risk Reduction Program in 2003. We cut injuries by 50% in the first year and reduced Sun Rich's Ex-Mod to 91.

Superior Industries is an OEM wheel manufacturer and distributor that was challenged with \$700,000 in OSHA fines and frequent severe injuries amounting to \$5 million in workers' comp claim costs. Brought on in 2003, we immediately instituted weekly mock OSHA inspections and installed safety officers to identify and abate hazards.

Sun Rich Claim Count per Year



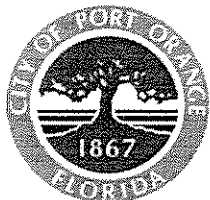
Superior Industries OSHA Fines per Year



Contact your Remedy representative today to learn how we deliver the workforce information you need.

We **get** people.®

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
purchasing@port-orange.org

RFP #15-08

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Temporary Employee and Employee Leasing Services.

RFP RELEASE DATE: November 4, 2014

RFP DEADLINE FOR QUESTIONS: November 14, 2014 at 5:00 p.m.

RFP DUE DATE & TIME: December 11, 2014 at 10:00 A. M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: AVE STAFFING INC.

PROPOSER'S MAILING ADDRESS: 777 E ACAMONTE DRIVE

CITY-STATE-ZIP: ACAMONTE SPRINGS FL 32701

PHONE NUMBER: 321-397-2555

EMAIL: TWISEMAN@AVESTAFFING.COM

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

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

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

TERRY R. WISEMAN

NAME (TYPED)

VP OPERATIONS

TITLE

12/8/14

DATED

SECTION 00180

ANTI-COLLUSION FORM

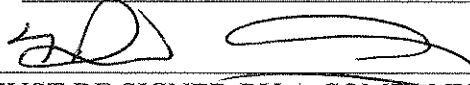
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: AVE STAFFING INC

SIGNED BY: 

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

PRINTED SIGNATURE: TERRY R WISEMAN

TITLE: VP OPERATIONS

ADDRESS: 777 E ALHAMBRA DRIVE

CITY: ALHAMBRA SPRINGS STATE: FL ZIP CODE: 32701

TELEPHONE: 321-397-2555 FAX: 407-788-3384

COMPLETION TIME: 12/11/14

F.E.I.N. NUMBER: 45-2185132

NO Proposal may be withdrawn for a period of sixty (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):



SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

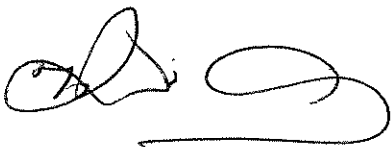
Before me, the undersigned authority, personally appeared affiant TERRY WISEMAN who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.



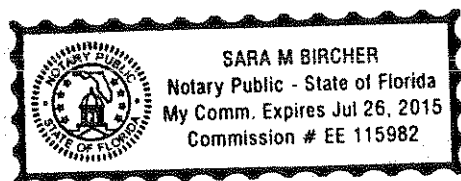
Name of Firm: AVE STAFFING INC

By: TERRY R. WISEMAN VP OPERATIONS
Printed Name and Title

Date Signed: 12/9/2014

The foregoing instrument was acknowledged before me this 9 day of DECEMBER, 2014
by TERRY WISEMAN, as VP OF OPERATIONS of
AVE STAFFING, INC., and who:

☒ is personally known to me; or
☐ has produced _____ as identification.



Sara M. Bircher
Notary Public, State of FLORIDA
Printed Name, Commission Seal and Term Expiration Date
SARA M. BIRCHER 7-26-15



SECTION 00190

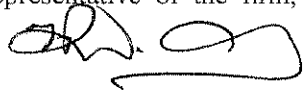
DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

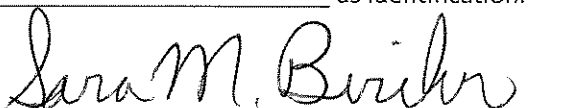
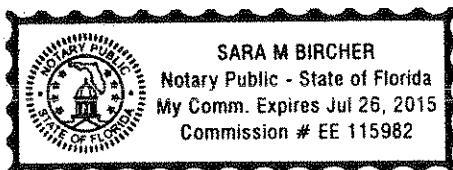


FIRM:

TERRY WISEMAN VP OPERATIONS
AVE STAFFING INC

Name and Title:

The foregoing instrument was acknowledged before me this 9 day of DECEMBER 2014
by TERRY WISEMAN as VP, OPS of AVE STAFFING and who: ☒ is personally known to me;
or ☐ has produced _____ as identification.



Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

SARA M. BIRCHER 7-26-15



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. As may have been outlined in Bid No. ____-____, Contractor's response thereto, 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.

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: Human Resources
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5560

Contractor: AVE STAFFING AC
Attention: TERRY WISEMAN
777 E ACAPULCO DR
ACAPULCO SPRINGS
FL 32701

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 this page intentionally left blank]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name: _____

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay
Custodian	95	9015	\$8.51	31	11.15
Program Leader	95	9102	\$8.51	31	11.15
TV Production Specialist	95	8810	\$8.51	31	11.15
Water Meter Repairman	95	7520	\$8.51	33	11.32
Maintenance Worker II	110	9102	\$10.39	33	13.82
Office Assistant III	110	8810	\$10.39	29.88	13.49
Meter Reader	115	7520	\$10.69	33	14.22
Utility/Meter Reader	115	7520	\$10.69	33	14.22
Customer Service Rep I	117	8810	\$10.82	29.88	14.05
Permit Licensing Technician	117	8810	\$10.82	29.88	14.05
Office Assistant IV	120	8810	\$11.28	29.88	14.65
Sr. Meter Reader	120	7520	\$11.28	31	14.78
Storekeeper	120	8810	\$11.28	29.88	14.65
Utility Service Worker	122	7580	\$11.36	31	14.88
Community Service Officer	125	7720	\$11.75	31	15.39
Crime Statistician	125	8810	\$11.75	29.88	15.26
Quartermaster	125	8810	\$11.75	29.88	15.26
Customer Service Rep II	126	8810	\$11.78	29.88	15.30
Equipment Operator II	126	5509	\$11.78	N/A	—
Sign/Bldg Technician	126	5509	\$11.78	N/A	—
Small Engine Mechanic	126	8380	\$11.78	N/A	—
Crew Chief	132	7520	\$12.29	N/A	—
Accounting Technician II	135	8810	\$12.47	29.88	16.20
Lift Station Mechanic	135	7520	\$12.47	33	16.58
Parks & Rec Program Spec.	135	8810	\$12.47	29.88	16.20
Plant Mechanic	135	7520	\$12.47	33	16.58
Utilities Technician	135	7520	\$12.47	33	16.58
Automotive Mechanic II	136	8380	\$12.63	N/A	—
Customer Service Rep III	136	8810	\$12.63	29.88	16.40
Utility Billing Clerk	136	8810	\$12.63	29.88	16.40
Treatment Plant Operator	138	7520	\$13.21	33	17.57
Code Compliance Inspector	140	9410	\$13.62	31	17.84

SECTION 230

City of Port Orange

EXHIBIT A

Customer Service Supervisor	140	8810	\$13.62	29.88	17.69
Office Assistant V	140	8810	\$13.62	29.88	17.69
Senior Utilities Technician	140	7520	\$13.62	33	18.11
Victim Advocate	140	7720	\$13.62	31	17.84
Lab Technician	145	7520	\$13.93	33	18.53
Foreman	146	7520	\$14.20	33	18.89
Assistant Lab Manager	150	7520	\$14.64	33	19.47
Buyer	150	8810	\$14.64	29.88	19.01
Chief Plant Mechanic	150	7520	\$14.64	33	19.47
Helpdesk Specialist	150	8810	\$14.64	29.88	19.01
Instrument Control Technician	150	9410	\$14.64	31	19.18
PC Specialist	150	8810	\$14.64	29.88	19.01
Recreation Coordinator	150	9102	\$14.64	33	19.47
Shift Supervisor	150	7580	\$14.64	31	19.18
Special Events Coordinator	150	8810	\$14.64	29.88	19.01
Accounting Technician III	155	8810	\$15.36	29.88	19.95
Executive Asst. to City Mgr.	155	8810	\$15.36	29.88	19.95
HR Administrator	155	8810	\$15.36	29.88	19.95
Paralegal	155	8810	\$15.36	29.88	19.95
Parks & Rec Supervisor	155	9102	\$15.36	33	20.43
Right-of-Way Agent	155	7520	\$15.36	33	20.43
Building Permit Coordinator	160	8810	\$16.12	29.88	20.94
Code Enforcement Supervisor	160	9410	\$16.12	31	21.12
Construction Inspector	160	9410	\$16.12	31	21.12
Development Review Tech.	160	8810	\$16.12	29.88	20.94
Utility Inspector	160	7520	\$16.12	33	21.44
Accountant I	165	8810	\$17.20	29.88	22.34
Applications Administrator	165	8810	\$17.20	29.88	22.34
AS400 Mid-Range Programmer	165	8810	\$17.20	29.88	22.34
Engineer	165	8810	\$17.20	29.88	22.34
Lab Manager	165	7580	\$17.20	31	22.53
Public Works Engineer	165	8810	\$17.20	29.88	22.34
Sr. I.T. Analyst	165	8810	\$17.20	29.88	22.34
Superintendent	165	7520	\$17.20	33	22.88
Building Insp/Plans Examiner	170	9410	\$18.05	31	23.65
Capital Improv/Revenue Coord.	170	8810	\$18.05	29.88	23.44
Chief Plant Operator	170	7580	\$18.05	31	23.65
GIS Technician	170	8810	\$18.05	29.88	23.44
Grants/Contract Accountant	170	8810	\$18.05	29.88	23.44
Proprietary Funds Accountant	170	8810	\$18.05	29.88	23.44

SECTION 230

City of Port Orange

EXHIBIT A

Utilities Budget Analyst	170	8810	\$18.05	29.88	23.44
Web Developer/Programmer	170	8810	\$18.05	29.88	23.44
Chief Inspector	175	9015	\$18.96	33	25.22
PIO & Grants Manager	175	8810	\$18.96	29.88	24.63
Planner	175	8810	\$18.96	29.88	24.63
Senior Accountant	175	8810	\$18.96	29.88	24.63
Asst. Public Utilities Director	182	8810	\$20.59	29.88	26.74
Asst. Public Works Director	182	8810	\$20.59	29.88	26.74
City Clerk	182	8810	\$20.59	29.88	26.74
Customer Service Manager	182	8810	\$20.59	29.88	26.74
Facilities Manager	182	5509	\$20.59	N/A	—
HR Manager	182	8810	\$20.59	29.88	26.74
Purchasing Manager	182	8810	\$20.59	29.88	26.74
Risk Manager	182	8810	\$20.59	29.88	26.74
Civil Engineer	187	8810	\$22.13	29.88	28.74
Compliance Manager	187	8810	\$22.13	29.88	28.74
Senior Planner	187	8810	\$22.13	29.88	28.74
Principal Planner	188	8810	\$22.74	29.88	29.53
Building Official	189	9410	\$23.35	31	30.59
Network Administrator	189	8810	\$23.35	29.88	30.33
Public Utilities Engineer	189	7520	\$23.35	33	31.06
Accounting Manager	190	8810	\$25.79	29.88	33.50
Asst. City Attorney/Legal Adv	190	8810	\$25.79	29.88	33.50
Community Development Engineer	190	8810	\$25.79	29.88	33.50
Construction & Engineering Mgr	190	8810	\$25.79	29.88	33.50
IT Manager	190	8810	\$25.79	29.88	33.50
Planning Manager	190	8810	\$25.79	29.88	33.50

Markup % for TEMPORARY Positions not listed:

Markup % for LEASED Positions :

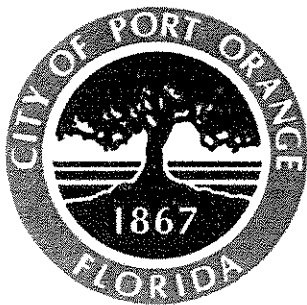
21.98%

The City reserves the right to add or delete positions as required

20

5.0 REFERENCES

Agency #1	SEMINOLE COUNTY PUBLIC SCHOOLS
Address	400 E LAKE MARLY BLVD
City, State, ZIP	SANFORD FL 32773
Contact Person	CHAD WILSKY
E-mail	CHAD_WILSKY@SCPS.K12.FL.US Phone: 407-320-0567
Date(s) of Service	JUNE 2005 - TO CURRENT DATE
Type of Service	PROVIDE TEMPORARY STAFF THROUGHOUT SEMINOLE COUNTY SCHOOLS ON DAILY BASIS
Comments:	CURRENT CONTRACT \$2.6 MILLION
Agency #2	BREVARD COUNTY PARKS & RECREATION
Address	840 FOREST AVE
City, State, ZIP	COCOA FL 32922
Contact Person	JACK MASSON
E-mail	JACK.MASSON@BREVARDPARKS.COM Phone: 321-633-1874
Date(s) of Service	JUNE 2008 TO CURRENT DATE
Type of Service	PAYROLL WEEKLY SERVICE + PROVISION OF TEMPORARY STAFF THROUGHOUT THE YEAR (SUMMER BREAK 350+ STAFF)
Comments:	SPECIFIC RESPONSIBILITY TO STAFF ALL PARKS IN BREVARD COUNTY - FOR SPRING, SUMMER & FALL CAMPS. APPROX VALUE \$1.4 MILLION
Agency #3	ORANGE COUNTY PUBLIC SCHOOLS
Address	445 W. AMELIA ST
City, State, ZIP	ORLANDO FL 32801
Contact Person	NAHID SHAHNAMI
E-mail	NAHID.SHAHNAMI@OCPS.NET Phone: 407-317-3219
Date(s) of Service	JUNE 2011 TO CURRENT DATE
Type of Service	PROVIDE TEMPORARY LABOR SERVICES THROUGHOUT THE SCHOOL DISTRICT
Comments:	CURRENT CONTRACT APPROX \$ 800,000.00.



CITY OF PORT ORANGE

PURCHASING DIVISION
Joseph A. Gomez, Purchasing Coordinator
jgomez@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 1 **November 15, 2014**

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

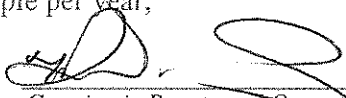
CITY OF PORT ORANGE Temporary Employee and Employee Leasing Services Bid #15-08

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 4, 2014 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.

Questions posted by vendor regarding the City of Port Orange, Florida RFP #15-08 (Temporary Employee and Employee Leasing Services):

- Who are the current vendors for Temporary Services? Response: Remedy Intelligent Staffing and AUE Staffing Inc.
- What is the current Mark-Up for each vendor? Response: Remedy Intelligent Staffing 29% AUE Staffing Inc. varies per position.
- Who is the current vendor for Employee Leasing? Response: Vendors are Remedy Intelligent Staffing and AUE Staffing Inc.
- What is their current Mark-Up? Response: Remedy Intelligent Staffing 29% AUE Staffing Inc. varies per position.
- How can we obtain a copy of the Bid Tabulation for the last time this RFP was let for response? Response: Since it is a piggyback from Volusia County, it would have to be requested from that organization.
- What is the estimated volume for the Temporary Services? Response: Variable but most likely less than 50 people per year,


Growing in Beauty and Opportunity

- What is the estimated volume for Employee Leasing? Response: Variable but most likely less than 50 people per year.
- Will the awarded vendor for Employee Leasing have to be licensed according to 2013 Florida Statutes; Title XXXII; Chapter 468; Part XI ((Employee Leasing Companies)? Response: General Requirement 4, stipulates that bidder must comply with all State, Federal and local laws, which would essentially require the vendor to obtain this license for employee leasing services
- Will any of the Temporary or Leased Employees be ask to perform any of the following tasks:
 - Driving any type of motor vehicle on public roads. Response: Yes. Some but not all.
 - Hydro blasting. Response: No
 - Working on Roofs. Response: No
 - Erecting Scaffolding Response: No
 - Work covered by the USL&H. Response: No
 - Work covered by the Jones Act. Response: No
 - Demolition (heavy) other than light renovation work in a building. Response: No
 - Work higher than six feet off the ground level or a working surface. Response: No
 - Tunneling. No
 - Asbestos Abatement - We do not do asbestos removal. Response: No
 - Mold Removal - We do not clean up any mold. Response: No
 - Work around hot chemical tanks doing clean-up of spilled materials. No
 - Tree trimming where it requires employees to climb into trees or use ladders to gain access to upper portions of the tree. Response: No
 - Operating Heavy Equipment/Motorized Equipment. Response: No
 - Work involving garbage trucks. Response: No
- If yes to any of the questions involving tasks, please identify the position, where the task will be performed and what type of work will be performed. Response: For maintenance positions, temp or leased employees may be required to drive form job site to job site on City streets.
- How can we obtain the position descriptions for each position listed on pages 49-51 of the RFP? Response: Job descriptions may be emailed upon request, however the City of Port Orange is finalizing a compensation and classification study, and these positions are likely to change in the very near future.
- What is the level of drug testing and/or criminal background checks that the City of Port Orange, Florida performs on its own employees? Response: 5 panel DOT drug test for those that have current CDL driver license. 10 panel drug test under Drug Free Work Place for all others. MVR check for driving positions. Background check includes US Criminal/Sex Offender Search and Social Trace.
- What is the High-Low Range on the Mark-up for AUE Staffing, Inc. Response: AUE staffing has only been used once for a building inspector position and markup was 33%

- Will any of the Temporary/Leased be required to have a CDL License to perform these duties? Response: No
- For maintenance positions, temp or leased employees may be required to drive from job site to job site on City streets.

Would this at various job sites during the workday? Response: Yes

- Will these positions be using City vehicles or personal vehicles? Response: City vehicles
 - If personal vehicles will they be reimbursed for mileage and what would the rate be? Not applicable
 - If personal vehicles would the City provide any insurance coverage Not applicable
 - If City vehicles what type of vehicles? Response: Small pick-up trucks such as Chevy Colorado





CITY OF PORT ORANGE

PURCHASING DIVISION
Joseph A. Gomez, Purchasing Coordinator
jgomez@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 2 **November 17, 2014**

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE Temporary Employee and Employee Leasing Services Bid #15-08

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 4, 2014 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.

Questions posted by vendor regarding the City of Port Orange, Florida RFP #15-08 (Temporary Employee and Employee Leasing Services):

- What is the anticipated spend for both staffing and leasing employees? Projected is ~\$100,000-\$150,000 depending upon City needs
- What was the leasing and staffing spent for 2013 and YTD 2014? FY 13-14 was \$300,000 due to loss of City-wide mowing contract for 6 months. FYTD 14-15 is \$16,000.
- What is the breakdown between leased employees and temporary employees annually? Estimated at 80% temporary employees and 20% leased employees.


Growing in Beauty and Opportunity



City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701-3697
407-571-8116



AUE STAFFING SOLUTIONS INC
CHARLES L HALL DIRECTOR
777 E ALTAMONTE DR 101
ALTAMONTE SPRINGS FL 32701

DO NOT PAY – THIS IS NOT A BILL

City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Florida 32701-3697 407-571-8116			
		BUSINESS TAX RECEIPT	
		Provision: Ordinance No. 1570-07	
Business Control No.:	0024411		
Business Name:	AUE STAFFING SOLUTIONS INC CHARLES L HALL DIRECTOR	Expires:	September 30, 2015
Business Address:	777 E ALTAMONTE DR 101 ALTAMONTE SPRINGS FL 32701		
RECEIPT NO.	CLASS DESCRIPTION	FEE	PENALTY
15-00101137	SEMINOLE COUNTY UNREGULATED	\$ 25.00	\$ 0.00
15-00101139	EMPLOYMENT: AGENCY/PERSONNEL SERVICES	\$ 90.30	\$ 0.00
Restrictions:			
 Erin Donnell City Clerk			
WARNING: THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.			
THE DOCUMENT FACE CONTAINS A SECURITY BACKGROUND. THE FACE CONTAINS A SPECIAL LINE WITH TEXT "CITY OF ALTAMONTE SPRINGS".			
VOID WITHOUT WATERMARK OR IF ALTERED OR REPAIRED			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2014

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 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 1-727-797-4190
Arthur J. Gallagher Risk Management Services, Inc.
4904 Eisenhower Blvd., Ste 250
Tampa, FL 33634

CONTACT
NAME:
PHONE:
(A/C, No. Ext): FAX:
E-MAIL: (A/C, No):
ADDRESS:

INSURED
AUE Staffing, Inc.
777 E. Altamonte Drive
Altamonte Springs, FL 32701

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ZURICH AMERICAN INS CO	16535
INSURER B:	ZURICH AMER INS CO	16535
INSURER C:	AMERICAN GUAR & LIAB INS	26247
INSURER D:	TECHNOLOGY INS CO INC	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 41721236

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 ISOBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JEC ☐ LOG		PRA5907535-01	11/22/13	11/22/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eo occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCIS - COMPIOP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BAP4677803-01	11/22/13	11/22/14	COMBINED SINGLE LIMIT (Eo accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$		UMB5499083-01	11/22/13	11/22/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3381474	10/24/13	10/24/14	☒ WC STATU- TORY LIMITS ☐ 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	Professional Liability		PRA5907535-01	11/22/13	11/22/14	Ea Act/Aggregate 1mil/3mil
B	Crime/Employee Dishonesty		PRA5907535-01	11/22/13	11/22/14	Each Occurrence 100,000

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

RE: Bid# 14-B-165RF

County of Volusia is an Additional Insured as applies to General Liability coverage and required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Volusia

123 W. Indiana Avenue, Room 304

Deland, FL 32720

USA

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

Handwritten signature

ACORD 25 (2010/05)

ckhan

41721236

The ACORD name and logo are registered marks of ACORD

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Handwritten initials

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)

County of Volusia, Florida
Accounting
123 W Indiana Ave, Room 302
DeLand, Florida 32720

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of this form is necessary to meet IRS regulations.

List your legal business name below as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card on Name line (1). You may enter a business name on Business Name line (2). Other entities must list your business name as shown on Federal tax documents on Name line (1). This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the Business Name line (2). For limited liability companies (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name may be listed on the Business Name line (2). For limited liability companies that are corporations, partnerships, etc., enter the business name on Name line (1)

1. Name (as shown on your income tax return)

AUE STAFFING INC

2. Business name, if different from above

Address 777 E. ALTAMONTE DRIVE

City ALTAMONTE SPRINGS

State FL

Zip Code + 4

Remittance Address, if different from above

City

State

Zip Code + 4

Contact Person TERRY WISEMAN

Title VP OF OPERATIONS

Phone Number

(321) 397 - 2555 Ext. 323

Fax Number

(407) 788 - 3384

E-mail address

TWISEMAN@AUESTAFFING.COM

Taxpayer Identification Number (TIN)

The County of Volusia collects your social security number and may disclose your social security number to a commercial entity in order to comply with Section 119.071(5), Florida Statutes, for the following purposes, including but not limited to: tax reporting, and/or for use in identification of County vendors for any purpose allowed under law not limited by protection under state or federal privacy laws. Social security numbers are also used as a unique numeric identifier and may be used for verification or search purposes. The County may disclose social security numbers to another agency or governmental entity if it is necessary for the receiving agency or governmental agency to perform its duties and responsibilities.

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social security number

or Employer identification number

45-2185132

☐ CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

☐ CHECK HERE IF YOU ARE TAX-EXEMPT; Check one:

☐ Not-for-Profit

☐ Government

☐ Other-Explain

Filing Status (Ownership) (LLC IS NOT ACCEPTABLE)

☐ Individual

☐ Sole Proprietor

☒ Corporation

☐ Partnership

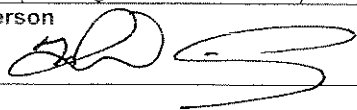
☐ Other: (explain)

CERTIFICATION: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding, and
3. I am a U. S. person (including a U.S. resident alien).

Signature of U. S. Person

Date



10/01/14



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

See Specific Instructions on page 2.

Name (as shown on your income tax return)

AUE STAFFING INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- ☐ Other (see instructions) ▶ _____

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

777 E. ALTAMONTE DR.

City, state, and ZIP code

ALTAMONTE SPRINGS, FL 32701

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

4	5	-	2	1	8	5	1	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

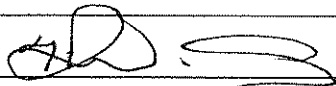
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶



Date ▶

10/01/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF EMPLOYEE LEASING COMPANIES

LICENSE NUMBER

EL396

The EMPLOYEE LEASING COMPANY
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: APR 30, 2016

ACH CORPORATION OF AMERICA, INC.
77 E ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL 32701



ISSUED: 03/04/2014 SEQ # L1403040003950
DISPLAY AS REQUIRED BY LAW

22

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF EMPLOYEE LEASING COMPANIES

LICENSE NUMBER

EL396

The EMPLOYEE LEASING COMPANY
Named below IS LICENSED
Under the provisions of Chapter 468 F.S.
Expiration date: APR 30, 2016



ACH CORPORATION OF AMERICA, INC.
177 E ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL 32701



ISSUED: 03/04/2014 SEQ # L1403040003950
DISPLAY AS REQUIRED BY LAW

22



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, 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 **REMEDY INTELLIGENT STAFFING, LLC**, a California corporation registered to transact business in Florida whose principal address is 3820 State Street, Santa Barbara, California 93105 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide temporary employment and employee leasing related services to the City of Port Orange as outlined in RFP #15-08 Temporary Employee and Employee Leasing Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.
- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall be for a period of three (3) years, commencing on the last date this Contract is signed by the Parties and continuing until January 19, 2018 (the "Initial Term").

Annual Renewals: This Contract may be renewed for two (2) additional periods as follows:

Renewal No. 1: January 20, 2018 through January 19, 2019

Renewal No. 2: January 20, 2019 through January 19, 2020

The term of this Contract shall be automatically extended at the end of the Initial Term for two (2) additional years and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewals shall be subject to review and approval by the City Council.

Manner and Place: As outlined in RFP #15-08 Temporary Employee and Employee Leasing Services.

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: The City makes no covenant or promise as to the number of employees or hours for temporary employment and employee leasing services, nor that the City shall place any orders for temporary employment and employee leasing services during the life of this Contract. 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. Authorization for services from Contractor shall be in the form of written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

2. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" of the RFP #15-08 Proposer Acknowledgement Form attached hereto as Exhibit "1," subject to a limit up to but not to exceed Seventy-Five Thousand Dollars and 00/100 Dollars (\$75,000.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. 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 20 of this contract concerning disputes.

4. 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.

5. 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.

6. 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.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

8. 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.

9. Insurance Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

10. 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.

11. 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.

12. 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.

13. **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.

14. **Contract Administration** The Administrative Services Director, Donna J. Steinebach shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

15. **Liability for Loss or Damage** 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.

16. **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.

17. **Disputes** The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

18. 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.

19. 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.**

20. Additional Provisions This Contract includes all additional provisions as may have been outlined in RFP #15-08 Temporary Employee and Employee Leasing Services 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.

21. 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.

22. 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: Donna J. Steinebach, Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

Contractor: Remedy Intelligent Staffing, LLC
Attention: Cheryl L. Ratcliff, Director of Business Development
1140 Pelican Bay Drive
Daytona Beach, Florida 32119
(386) 615-8859 Ext. 305 – Telephone
tawnyat@remedystaff.com

Remedy Intelligent Staffing, LLC
3820 State Street
Santa Barbara, California 93105

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.

23. 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.

24. 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:

REMEDY INTELLIGENT STAFFING, LLC

By: _____

D. Stephen Sorensen, CEO

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by D. Stephen Sorensen, as CEO, a California corporation registered to transact business in Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of California

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 4704]

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Remedy Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Temporary
Custodian	95	9015	\$8.51	1.32	11.23
Program Leader	95	9102	\$8.51	1.32	11.23
TV Production Specialist	95	8810	\$8.51	1.32	11.23
Water Meter Repairman	95	7520	\$8.51	1.32	11.23
Maintenance Worker II	110	9102	\$10.39	1.32	13.71
Office Assistant III	110	8810	\$10.39	1.32	13.71
Meter Reader	115	7520	\$10.69	1.32	14.11
Utility/Meter Reader	115	7520	\$10.69	1.32	14.11
Customer Service Rep I	117	8810	\$10.82	1.32	14.28
Permit Licensing Technician	117	8810	\$10.82	1.32	14.28
Office Assistant IV	120	8810	\$11.28	1.32	14.88
Sr. Meter Reader	120	7520	\$11.28	1.32	14.88
Storekeeper	120	8810	\$11.28	1.32	14.88
Utility Service Worker	122	7580	\$11.36	1.32	15.00
Community Service Officer	125	7720	\$11.75	1.32	15.51
Crime Statistician	125	8810	\$11.75	1.32	15.51
Quartermaster	125	8810	\$11.75	1.32	15.51
Customer Service Rep II	126	8810	\$11.78	1.32	15.55
Equipment Operator II	126	5509	\$11.78	1.32	15.55
Sign/Bldg Technician	126	5509	\$11.78	1.32	15.55
Small Engine Mechanic	126	8380	\$11.78	1.32	15.55
Crew Chief	132	7520	\$12.29	1.32	16.22
Accounting Technician II	135	8810	\$12.47	1.32	16.46
Lift Station Mechanic	135	7520	\$12.47	1.32	16.46
Parks & Rec Program Spec.	135	8810	\$12.47	1.32	16.46
Plant Mechanic	135	7520	\$12.47	1.32	16.46
Utilities Technician	135	7520	\$12.47	1.32	16.46
Automotive Mechanic II	136	8380	\$12.63	1.32	16.67
Customer Service Rep III	136	8810	\$12.63	1.32	16.67
Utility Billing Clerk	136	8810	\$12.63	1.32	16.67
Treatment Plant Operator	138	7520	\$13.21	1.32	17.44
Code Compliance Inspector	140	9410	\$13.62	1.32	17.98

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Customer Service Supervisor	140	8810	\$13.62	1.32	17.98
Office Assistant V	140	8810	\$13.62	1.32	17.98
Senior Utilities Technician	140	7520	\$13.62	1.32	17.98
Victim Advocate	140	7720	\$13.62	1.32	17.98
Lab Technician	145	7520	\$13.93	1.32	18.39
Foreman	146	7520	\$14.20	1.32	18.74
Assistant Lab Manager	150	7520	\$14.64	1.32	19.32
Buyer	150	8810	\$14.64	1.32	19.32
Chief Plant Mechanic	150	7520	\$14.64	1.32	19.32
Helpdesk Specialist	150	8810	\$14.64	1.32	19.32
Instrument Control Technician	150	9410	\$14.64	1.32	19.32
PC Specialist	150	8810	\$14.64	1.32	19.32
Recreation Coordinator	150	9102	\$14.64	1.32	19.32
Shift Supervisor	150	7580	\$14.64	1.32	19.32
Special Events Coordinator	150	8810	\$14.64	1.32	19.32
Accounting Technician III	155	8810	\$15.36	1.32	20.28
Executive Asst. to City Mgr.	155	8810	\$15.36	1.32	20.28
HR Administrator	155	8810	\$15.36	1.32	20.28
Paralegal	155	8810	\$15.36	1.32	20.28
Parks & Rec Supervisor	155	9102	\$15.36	1.32	20.28
Right-of-Way Agent	155	7520	\$15.36	1.32	20.28
Building Permit Coordinator	160	8810	\$16.12	1.32	21.28
Code Enforcement Supervisor	160	9410	\$16.12	1.32	21.28
Construction Inspector	160	9410	\$16.12	1.32	21.28
Development Review Tech.	160	8810	\$16.12	1.32	21.28
Utility Inspector	160	7520	\$16.12	1.32	21.28
Accountant I	165	8810	\$17.20	1.32	22.70
Applications Administrator	165	8810	\$17.20	1.32	22.70
AS400 Mid-Range Programmer	165	8810	\$17.20	1.32	22.70
Engineer	165	8810	\$17.20	1.32	22.70
Lab Manager	165	7580	\$17.20	1.32	22.70
Public Works Engineer	165	8810	\$17.20	1.32	22.70
Sr. I.T. Analyst	165	8810	\$17.20	1.32	22.70
Superintendent	165	7520	\$17.20	1.32	22.70
Building Insp/Plans Examiner	170	9410	\$18.05	1.32	23.83
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.32	23.83
Chief Plant Operator	170	7580	\$18.05	1.32	23.83
GIS Technician	170	8810	\$18.05	1.32	23.83
Grants/Contract Accountant	170	8810	\$18.05	1.32	23.83
Proprietary Funds Accountant	170	8810	\$18.05	1.32	23.83

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Utilities Budget Analyst	170	8810	\$18.05	1.32	23.83
Web Developer/Programmer	170	8810	\$18.05	1.32	23.83
Chief Inspector	175	9015	\$18.96	1.32	25.03
PIO & Grants Manager	175	8810	\$18.96	1.32	25.03
Planner	175	8810	\$18.96	1.32	25.03
Senior Accountant	175	8810	\$18.96	1.32	25.03
Asst. Public Utilities Director	182	8810	\$20.59	1.32	27.18
Asst. Public Works Director	182	8810	\$20.59	1.32	27.18
City Clerk	182	8810	\$20.59	1.32	27.18
Customer Service Manager	182	8810	\$20.59	1.32	27.18
Facilities Manager	182	5509	\$20.59	1.32	27.18
HR Manager	182	8810	\$20.59	1.32	27.18
Purchasing Manager	182	8810	\$20.59	1.32	27.18
Risk Manager	182	8810	\$20.59	1.32	27.18
Civil Engineer	187	8810	\$22.13	1.32	29.21
Compliance Manager	187	8810	\$22.13	1.32	29.21
Senior Planner	187	8810	\$22.13	1.32	29.21
Principal Planner	188	8810	\$22.74	1.32	30.02
Building Official	189	9410	\$23.35	1.32	30.82
Network Administrator	189	8810	\$23.35	1.32	30.82
Public Utilities Engineer	189	7520	\$23.35	1.32	30.82
Accounting Manager	190	8810	\$25.79	1.32	34.04
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.32	34.04
Community Development Engineer	190	8810	\$25.79	1.32	34.04
Construction & Engineering Mgr	190	8810	\$25.79	1.32	34.04
IT Manager	190	8810	\$25.79	1.32	34.04
Planning Manager	190	8810	\$25.79	1.32	34.04

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Romey Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Leased
Custodian	95	9015	\$8.51	1.30	11.06
Program Leader	95	9102	\$8.51	1.30	11.06
TV Production Specialist	95	8810	\$8.51	1.30	11.06
Water Meter Repairman	95	7520	\$8.51	1.30	11.06
Maintenance Worker II	110	9102	\$10.39	1.30	13.51
Office Assistant III	110	8810	\$10.39	1.30	13.51
Meter Reader	115	7520	\$10.69	1.30	13.90
Utility/Meter Reader	115	7520	\$10.69	1.30	13.90
Customer Service Rep I	117	8810	\$10.82	1.30	14.06
Permit Licensing Technician	117	8810	\$10.82	1.30	14.06
Office Assistant IV	120	8810	\$11.28	1.30	14.66
Sr. Meter Reader	120	7520	\$11.28	1.30	14.66
Storekeeper	120	8810	\$11.28	1.30	14.66
Utility Service Worker	122	7580	\$11.36	1.30	14.77
Community Service Officer	125	7720	\$11.75	1.30	15.28
Crime Statistician	125	8810	\$11.75	1.30	15.28
Quartermaster	125	8810	\$11.75	1.30	15.28
Customer Service Rep II	126	8810	\$11.78	1.30	15.31
Equipment Operator II	126	5509	\$11.78	1.30	15.31
Sign/Bldg Technician	126	5509	\$11.78	1.30	15.31
Small Engine Mechanic	126	8380	\$11.78	1.30	15.31
Crew Chief	132	7520	\$12.29	1.30	15.98
Accounting Technician II	135	8810	\$12.47	1.30	16.21
Lift Station Mechanic	135	7520	\$12.47	1.30	16.21
Parks & Rec Program Spec.	135	8810	\$12.47	1.30	16.21
Plant Mechanic	135	7520	\$12.47	1.30	16.21
Utilities Technician	135	7520	\$12.47	1.30	16.21
Automotive Mechanic II	136	8380	\$12.63	1.30	16.42
Customer Service Rep III	136	8810	\$12.63	1.30	16.42
Utility Billing Clerk	136	8810	\$12.63	1.30	16.42
Treatment Plant Operator	138	7520	\$13.21	1.30	17.17
Code Compliance Inspector	140	9410	\$13.62	1.30	17.71

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Customer Service Supervisor	140	8810	\$13.62	1.30	17.71
Office Assistant V	140	8810	\$13.62	1.30	17.71
Senior Utilities Technician	140	7520	\$13.62	1.30	17.71
Victim Advocate	140	7720	\$13.62	1.30	17.71
Lab Technician	145	7520	\$13.93	1.30	18.11
Foreman	146	7520	\$14.20	1.30	18.46
Assistant Lab Manager	150	7520	\$14.64	1.30	19.03
Buyer	150	8810	\$14.64	1.30	19.03
Chief Plant Mechanic	150	7520	\$14.64	1.30	19.03
Helpdesk Specialist	150	8810	\$14.64	1.30	19.03
Instrument Control Technician	150	9410	\$14.64	1.30	19.03
PC Specialist	150	8810	\$14.64	1.30	19.03
Recreation Coordinator	150	9102	\$14.64	1.30	19.03
Shift Supervisor	150	7580	\$14.64	1.30	19.03
Special Events Coordinator	150	8810	\$14.64	1.30	19.03
Accounting Technician III	155	8810	\$15.36	1.30	19.97
Executive Asst. to City Mgr.	155	8810	\$15.36	1.30	19.97
HR Administrator	155	8810	\$15.36	1.30	19.97
Paralegal	155	8810	\$15.36	1.30	19.97
Parks & Rec Supervisor	155	9102	\$15.36	1.30	19.97
Right-of-Way Agent	155	7520	\$15.36	1.30	19.97
Building Permit Coordinator	160	8810	\$16.12	1.30	20.96
Code Enforcement Supervisor	160	9410	\$16.12	1.30	20.96
Construction Inspector	160	9410	\$16.12	1.30	20.96
Development Review Tech.	160	8810	\$16.12	1.30	20.96
Utility Inspector	160	7520	\$16.12	1.30	20.96
Accountant I	165	8810	\$17.20	1.30	22.36
Applications Administrator	165	8810	\$17.20	1.30	22.36
AS400 Mid-Range Programmer	165	8810	\$17.20	1.30	22.36
Engineer	165	8810	\$17.20	1.30	22.36
Lab Manager	165	7580	\$17.20	1.30	22.36
Public Works Engineer	165	8810	\$17.20	1.30	22.36
Sr. I.T. Analyst	165	8810	\$17.20	1.30	22.36
Superintendent	165	7520	\$17.20	1.30	22.36
Building Insp/Plans Examiner	170	9410	\$18.05	1.30	23.47
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.30	23.47
Chief Plant Operator	170	7580	\$18.05	1.30	23.47
GIS Technician	170	8810	\$18.05	1.30	23.47
Grants/Contract Accountant	170	8810	\$18.05	1.30	23.47
Proprietary Funds Accountant	170	8810	\$18.05	1.30	23.47

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Utilities Budget Analyst	170	8810	\$18.05	1.30	23.47
Web Developer/Programmer	170	8810	\$18.05	1.30	23.47
Chief Inspector	175	9015	\$18.96	1.30	24.95
PIO & Grants Manager	175	8810	\$18.96	1.30	24.95
Planner	175	8810	\$18.96	1.30	24.95
Senior Accountant	175	8810	\$18.96	1.30	24.95
Asst.Public Utilities Director	182	8810	\$20.59	1.30	26.77
Asst.Public Works Director	182	8810	\$20.59	1.30	26.77
City Clerk	182	8810	\$20.59	1.30	26.77
Customer Service Manager	182	8810	\$20.59	1.30	26.77
Facilities Manager	182	5509	\$20.59	1.30	26.77
HR Manager	182	8810	\$20.59	1.30	26.77
Purchasing Manager	182	8810	\$20.59	1.30	26.77
Risk Manager	182	8810	\$20.59	1.30	26.77
Civil Engineer	187	8810	\$22.13	1.30	28.77
Compliance Manager	187	8810	\$22.13	1.30	28.77
Senior Planner	187	8810	\$22.13	1.30	28.77
Principal Planner	188	8810	\$22.74	1.30	29.56
Building Official	189	9410	\$23.35	1.30	30.36
Network Administrator	189	8810	\$23.35	1.30	30.36
Public Utilities Engineer	189	7520	\$23.35	1.30	30.36
Accounting Manager	190	8810	\$25.79	1.30	33.53
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.30	33.53
Community Development Engineer	190	8810	\$25.79	1.30	33.53
Construction & Engineering Mgr	190	8810	\$25.79	1.30	33.53
IT Manager	190	8810	\$25.79	1.30	33.53
Planning Manager	190	8810	\$25.79	1.30	33.53

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2015**, 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 **AUE STAFFING, INC.**, a Florida corporation whose principal address is 777 East Altamonte Drive, Altamonte Springs, Florida 32751 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide temporary employment and employee leasing related services to the City of Port Orange as outlined in RFP #15-08 Temporary Employee and Employee Leasing Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall be for a period of three (3) years, commencing on the last date this Contract is signed by the Parties and continuing until January 19, 2018 (the "Initial Term").

Annual Renewals: This Contract may be renewed for two (2) additional periods as follows:

Renewal No. 1: January 20, 2018 through January 19, 2019

Renewal No. 2: January 20, 2019 through January 19, 2020

The term of this Contract shall be automatically extended at the end of the Initial Term for two (2) additional years and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewals shall be subject to review and approval by the City Council.

Manner and Place: As outlined in RFP #15-08 Temporary Employee and Employee Leasing Services.

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: The City makes no covenant or promise as to the number of employees or hours for temporary employment and employee leasing services, nor that the City shall place any orders for temporary employment and employee leasing services during the life of this Contract. 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. Authorization for services from Contractor shall be in the form of written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" of the RFP #15-08 Proposer Acknowledgement Form attached hereto as Exhibit "1," subject to a limit up to but not to exceed Twenty-Five Thousand Dollars and 00/100 Dollars (\$25,000.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. 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 20 of this contract concerning disputes.

4. 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.

5. 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.

6. 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.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

8. 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.

9. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work 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 automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

10. 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.

11. 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.

12. 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.

13. 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.

14. Contract Administration. The Administrative Services Director, Donna J. Steinebach shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

15. Liability for Loss or Damage. 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.

16. 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.

17. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

18. 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.

19. 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.**

20. Additional Provisions. This Contract includes all additional provisions as may have been outlined in RFP #15-08 Temporary Employee and Employee Leasing Services 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.

21. 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.

22. 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: Donna J. Steinebach, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	AUE Staffing, Inc. Attention: Connie Hall, President 777 East Altamonte Drive Altamonte Springs, Florida 32751 (321) 397-2555 – Telephone twiseman@auestaffing.com

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

23. 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.

24. 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:

AUE STAFFING, INC.

By: _____

Connie Hall, 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: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Connie Hall, as President of AUE Staffing, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4705]

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

AUG STAFFING INC.

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay
Custodian	95	9015	\$8.51	31	11.15
Program Leader	95	9102	\$8.51	31	11.15
TV Production Specialist	95	8810	\$8.51	31	11.15
Water Meter Repairman	95	7520	\$8.51	33	11.32
Maintenance Worker II	110	9102	\$10.39	33	13.82
Office Assistant III	110	8810	\$10.39	29.88	13.49
Meter Reader	115	7520	\$10.69	33	14.02
Utility/Meter Reader	115	7520	\$10.69	33	14.32
Customer Service Rep I	117	8810	\$10.82	29.88	14.05
Permit Licensing Technician	117	8810	\$10.82	29.88	14.05
Office Assistant IV	120	8810	\$11.28	29.88	14.65
Sr. Meter Reader	120	7520	\$11.28	31	14.78
Storekeeper	120	8810	\$11.28	29.88	14.65
Utility Service Worker	122	7580	\$11.36	31	14.88
Community Service Officer	125	7720	\$11.75	31	15.39
Crime Statistician	125	8810	\$11.75	29.88	15.26
Quartermaster	125	8810	\$11.75	29.88	15.26
Customer Service Rep II	126	8810	\$11.78	29.88	15.30
Equipment Operator II	126	5509	\$11.78	N/A	—
Sign/Bldg Technician	126	5509	\$11.78	N/A	—
Small Engine Mechanic	126	8380	\$11.78	N/A	—
Crew Chief	132	7520	\$12.29	N/A	—
Accounting Technician II	135	8810	\$12.47	29.88	16.20
Lift Station Mechanic	135	7520	\$12.47	33	16.58
Parks & Rec Program Spec.	135	8810	\$12.47	29.88	16.20
Plant Mechanic	135	7520	\$12.47	33	16.58
Utilities Technician	135	7520	\$12.47	33	16.58
Automotive Mechanic II	136	8380	\$12.63	N/A	—
Customer Service Rep III	136	8810	\$12.63	29.88	16.40
Utility Billing Clerk	136	8810	\$12.63	29.88	16.40
Treatment Plant Operator	138	7520	\$13.21	33	17.57
Code Compliance Inspector	140	9410	\$13.62	31	17.84

AVE STAFFING 

SECTION 230

City of Port Orange

EXHIBIT A

Customer Service Supervisor	140	8810	\$13.62	27.88	17.67
Office Assistant V	140	8810	\$13.62	27.88	17.67
Senior Utilities Technician	140	7520	\$13.62	33	18.11
Victim Advocate	140	7720	\$13.62	31	17.84
Lab Technician	145	7520	\$13.93	33	18.53
Foreman	146	7520	\$14.20	33	18.89
Assistant Lab Manager	150	7520	\$14.64	33	19.47
Buyer	150	8810	\$14.64	27.88	19.01
Chief Plant Mechanic	150	7520	\$14.64	33	19.47
Helpdesk Specialist	150	8810	\$14.64	27.88	19.01
Instrument Control Technician	150	9410	\$14.64	31	19.18
PC Specialist	150	8810	\$14.64	27.88	19.01
Recreation Coordinator	150	9102	\$14.64	33	19.47
Shift Supervisor	150	7580	\$14.64	31	19.18
Special Events Coordinator	150	8810	\$14.64	27.88	19.01
Accounting Technician III	155	8810	\$15.36	27.88	19.95
Executive Asst. to City Mgr.	155	8810	\$15.36	27.88	19.95
HR Administrator	155	8810	\$15.36	27.88	19.95
Paralegal	155	8810	\$15.36	27.88	19.95
Parks & Rec Supervisor	155	9102	\$15.36	33	20.43
Right-of-Way Agent	155	7520	\$15.36	33	20.43
Building Permit Coordinator	160	8810	\$16.12	27.88	20.94
Code Enforcement Supervisor	160	9410	\$16.12	31	21.12
Construction Inspector	160	9410	\$16.12	31	21.12
Development Review Tech.	160	8810	\$16.12	27.88	20.94
Utility Inspector	160	7520	\$16.12	33	21.44
Accountant I	165	8810	\$17.20	27.88	22.34
Applications Administrator	165	8810	\$17.20	27.88	22.34
AS400 Mid-Range Programmer	165	8810	\$17.20	27.88	22.34
Engineer	165	8810	\$17.20	27.88	22.34
Lab Manager	165	7580	\$17.20	31	22.53
Public Works Engineer	165	8810	\$17.20	27.88	22.34
Sr. I.T. Analyst	165	8810	\$17.20	27.88	22.34
Superintendent	165	7520	\$17.20	33	22.88
Building Insp/Plans Examiner	170	9410	\$18.05	31	23.65
Capital Improv/Revenue Coord.	170	8810	\$18.05	27.88	23.44
Chief Plant Operator	170	7580	\$18.05	31	23.65
GIS Technician	170	8810	\$18.05	27.88	23.44
Grants/Contract Accountant	170	8810	\$18.05	27.88	23.44
Proprietary Funds Accountant	170	8810	\$18.05	27.88	23.44



AVE STAFFING INC. 20

SECTION 230

City of Port Orange

EXHIBIT A

Utilities Budget Analyst	170	8810	\$18.05	27.88	23.44
Web Developer/Programmer	170	8810	\$18.05	27.88	23.44
Chief Inspector	175	9015	\$18.96	33	25.22
PIO & Grants Manager	175	8810	\$18.96	27.88	24.63
Planner	175	8810	\$18.96	27.88	24.63
Senior Accountant	175	8810	\$18.96	27.88	24.63
Asst. Public Utilities Director	182	8810	\$20.59	27.88	26.74
Asst. Public Works Director	182	8810	\$20.59	27.88	26.74
City Clerk	182	8810	\$20.59	27.88	26.74
Customer Service Manager	182	8810	\$20.59	27.88	26.74
Facilities Manager	182	5509	\$20.59	N/A	—
HR Manager	182	8810	\$20.59	27.88	26.74
Purchasing Manager	182	8810	\$20.59	27.88	26.74
Risk Manager	182	8810	\$20.59	27.88	26.74
Civil Engineer	187	8810	\$22.13	27.88	28.74
Compliance Manager	187	8810	\$22.13	27.88	28.74
Senior Planner	187	8810	\$22.13	27.88	28.74
Principal Planner	188	8810	\$22.74	27.88	29.53
Building Official	189	9410	\$23.35	31	30.59
Network Administrator	189	8810	\$23.35	27.88	30.33
Public Utilities Engineer	189	7520	\$23.35	33	31.06
Accounting Manager	190	8810	\$25.79	27.88	33.50
Asst. City Attorney/Legal Adv	190	8810	\$25.79	27.88	33.50
Community Development Engineer	190	8810	\$25.79	27.88	33.50
Construction & Engineering Mgr	190	8810	\$25.79	27.88	33.50
IT Manager	190	8810	\$25.79	27.88	33.50
Planning Manager	190	8810	\$25.79	27.88	33.50

Markup % for TEMPORARY Positions not listed

Markup % for LEASED Positions

21.98%

The City reserves the right to add or delete positions as required

20



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: 1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the 1st Amendment to the Subdivision Improvement Agreement for the Waters Edge Phase XII Subdivision.

SUMMARY: The developer has proposed the 1st Amendment to the Waters Edge Phase XII Subdivision Improvement Agreement (SIA) to allow the subdivision plat to be recorded if at least 80 percent of the required subdivision improvements are constructed and a financial guarantee in an amount equal to 110% of the estimated construction cost for the remaining subdivision improvements to be constructed is provided to the City. The 1st Amendment to the SIA is attached.

This type of agreement is allowed by many other city and county governments.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	SIA Amendment No. 1 and Restatement	Amendment No. 1 and Restatement SIA.doc
2.	Exhibit A	Exhibit A to Water's Edge SIA.pdf

Fenwick, Robin
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 01/07/2015
Approved - 01/14/2015
Approved - 01/14/2015
Final Approval - 01/14/2015

This Document Prepared By:
Margaret T. Roberts
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

Space Reserved for Recording per §695.26(e)(1) Florida Statutes (2010)

1

**CITY OF PORT ORANGE, FLORIDA
AMENDMENT NO. 1 AND RESTATEMENT
SITE IMPROVEMENT AGREEMENT**

THIS RESTATEMENT OF AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, (hereinafter referred to as "the City") whose address is: 1000 City Center Circle, Port Orange FL 32129; and **INTERVEST AT WATER'S EDGE, LTD.**, a Florida limited partnership, (hereinafter referred to as "Developer") whose address is: 2379 Beville Road, Daytona Beach, FL 32119

W I T N E S S E T H

WHEREAS, Developer warrants that it is the owner of the property ("the subject property") legally described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, Developer desires subdivide the subject property and has submitted subdivision plans and a plat designated as Waters Edge Phase XII; and

WHEREAS, the construction of utilities and roadway in the deeded fifty foot (50') public Right-of-Way known as Zantila Way, shall be designed and constructed as an off-site improvement in connection with construction of the Right-of-Way's western portion in Waters Edge Phase XII; and

WHEREAS, upon approval of said plans and plat according to the requirements of the City's Land Development Code and the laws of Florida, the Mayor is authorized to execute this agreement to assure the completion of improvements shown on said plans.

WHEREAS, the Developer and the City desire to amend and restate the Subdivision Improvement Agreement recorded in O.R. Book 6075 at Page 3193 of the Public Records Volusia County, Florida.

WHEREAS, for purposes of this amendment words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer warrants that it will complete the improvements reflected on the plans approved by the City Council as prepared Fred M. Harpster, P.E., Florida Registration No. 4724, of the firm, Harpster Engineering and Surveying, Inc. These improvements shall be completed in accordance the Section 177.011, et seq. Florida Statutes and the Port Orange Land Development Code and any other applicable regulations, ordinances or laws of the City. Failure to construct and complete such improvements in compliance with the terms of this agreement shall constitute grounds for the City to halt further development or construction under this agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the subject property. In the event the subject property is undisturbed for 30 or more consecutive days, the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the subject property for the costs of such stabilization. The Developer warrants that the referenced plat comports with the requirements of Chapter 177, Florida Statutes (2001) regarding platting of land, and that the Developer will form or annex the property to an existing property owners' association (POA) for the purpose of collecting monies necessary to enforce the terms and provisions of covenants and restrictions approved for the referenced subdivision plat and as required by the Surface Stormwater Management No. 4-127-23127-8 (Master) issued by the St. Johns Water Management District.
2. All improvements shall be completed within twelve (12) months of the date the plans are date stamped as Initial Approved for Construction.
3. Execution of this agreement shall allow the Developer the right to record the approved plat for the subject property upon compliance with the requirements of the Land Development Code and provision of a financial guarantee prepared and recorded in the public records of Volusia County in accordance with Section 255.05, Florida Statutes (2001), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required improvements. If all required improvements are not completed as required under this agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for the completion of said improvements, including reasonable administrative costs in the completion of the construction.
4. Execution of this agreement shall also allow Owner to initiate the construction of improvements without providing a financial guarantee for completion, but the plat shall not be executed or recorded prior to the acceptance of improvements. However, should the improvements not be completed as required under this agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required improvements. Further, the City is hereby authorized to assess the cost of installing or completing said improvements against the subject property. Such improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any

owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes.

5. If construction begins under paragraph 4 above, but the developer desires to record the plat then, the developer may record upon completing the following conditions:

a. Delivery to the city of an independent professional licensed engineer's sealed opinion and certification of the independent engineer's review of attached working drawings and exhibits, if any, together with the construction contractor's affidavit identifying all completed improvements.

b. The engineer's opinion and certification shall include the following:

(i) the estimated construction costs for completing all required subdivision improvements;

(ii) the substantiation that at least 80% of the subdivision improvements are completed; and

(iii) the recommended value for the guarantee including at least 110% of the cost of the uncompleted improvements.

c. The Community Development Engineer's approval of the guarantee amount for the uncompleted subdivision improvements;

d. The City shall not issue a Certificate of Occupancy for any residential building within the recorded subdivision until all subdivision improvements are completed, inspected and accepted by the city;

e. Delivery to the city of the guarantee for all uncompleted subdivision improvements;

f. The city approval of the guarantee, and recording in the public records; and

g. Satisfying all other requirements of the LDC for plat acceptance and recording.

6. At the time that construction is determined to be complete by the City, and prior to City acceptance of public improvements for maintenance, Developer shall provide the City with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance.

7. The Developer shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of improvements or performance of operations under this agreement.

8. This agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this agreement shall constitute covenants running with the land applicable to all of the subject property described herein or any portion thereof. This agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

9. In the event of any claim, action, litigation or proceeding under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the above date.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Printed Name: _____

By: _____
Allen Green, Mayor

(Corporate Seal)

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Allen Green, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

WITNESSES:

ATTEST:

Printed Name: _____

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

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

INVESTMENT AT WATER'S EDGE, LTD.,
a Florida Limited Partnership

By: **INTERVEST CONSTRUCTION, INC.**
a Florida Corporation,
its general partner

Printed Name: _____ By: _____
Morteza Hosseini-Kargar, President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Morteza Hosseini-Kargar, as President of Intervest Construction, Inc., a Florida corporation and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

WITNESSES:

ATTEST:

Printed Name: _____ By: _____
Charlene B. Irland, Vice President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Charlene B. Irland, as Vice President Intervest Construction, Inc., a Florida corporation and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

EXHIBIT A

LEGAL DESCRIPTION – WATER'S EDGE PHASE XII

A PORTION OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST ; THENCE N88°46'01"E A DISTANCE OF 28.75 FEET; THENCE S00°58'15" E A DISTANCE OF 1318.40 FEET; THENCE N88°50'08"E A DISTANCE OF 218.99 FEET TO THE POINT OF BEGINNING; THENCE N88°50'08" E A DISTANCE OF 1731.13 FEET; THENCE S00°49'50"E A DISTANCE OF 1320.76 FEET; THENCE S88°54'14"W A DISTANCE OF 660.38 FEET; THENCE N00°49'14"W A DISTANCE OF 660.00 FEET; THENCE S88°54'11"W A DISTANCE OF 1073.35 FEET. THENCE N00°36'41" W A DISTANCE OF 658.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,578,715 SQ. FEET = 36.24 ACRES OR MORE.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Resolution No. 14-82- Adopting New Water, Wastewater and Reclaimed Water Rates (Tabled 12/9/14)

DEPARTMENT: Finance

RECOMMENDED MOTION: Approve Resolution 14-82.

SUMMARY: TABLED ON 12/9/14

In October 2013 the City hired Public Resources Management Group (PRMG) to prepare a water, wastewater and reclaimed water rate study. Representatives of PRMG attended the December 9, 2013 Council meeting to present the results of their study and their recommendations which were prepared in consultation with City Finance Department staff and the City Manager. Copies of their study and the presentation they made to City Council are attached.

The resolution which is attached implements the recommendations of the consultant and moves toward a simpler and more equitable rate structure. The new rates will result in an overall average increase for water and wastewater combined of three percent (3%) effective April 1, 2015. Because the rate structure is being changed and made more equitable, some users will see an increase of more than three percent while others will see a reduction in their typical bill.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 14-82	Reso. No. 14-82.doc
2.	Water, Wastewater & Reclaimed Water Rate Study (final)	Port Orange Report Utility Rate Study Report 12_09_2014-signed.pdf
3.	Water, Wastewater, & Reclaimed Water Presentation (final)	Port Orange Utility Rate Study Presentation 12_09_2014.pptx

Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 01/13/2015
Approved - 01/14/2015
Approved - 01/15/2015
Final Approval - 01/15/2015

RESOLUTION NO. 14-82 □□□□□

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

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

WHEREAS, said Chapter 74 requires the annual review and adjustment of utility fees and charges by the City Council, and a rate study and analysis has been completed resulting in recommended rate changes as reflected herein; and

WHEREAS, the City Council has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

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

Section 1. Purpose.

The City Council finds that adjustments are necessary to offset the change in price of labor, materials, non-operating cost, and requirements of the bond covenants.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service.

The Development Fees shall be as follows:

A. Inside City Limits:

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

<u>Water Service Development Fee</u>	\$ 1,555.00
<u>Sewer Service Development Fee</u>	\$ 1,540.00

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

<u>Water Service Development Fee</u>	\$ 622.00
<u>Sewer Service Development Fee</u>	\$ 616.00

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

<u>Water Service Development Fee</u>	\$1,555.00 per equivalent living unit at a minimum plus an amount computed as follows:
--------------------------------------	--

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	103.67	15
31 & Above	77.75	30

<u>Sewer Service Development Fee</u>	\$ 1,540.00 per equivalent living unit plus the following amount:
--------------------------------------	---

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	102.67	15
31 & Above	77.00	30

B. Outside City Limits:

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

<u>Water Service Development Fee</u>	\$ 1,805.00
<u>Sewer Service Development Fee</u>	\$ 1,868.00

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

<u>Water Service Development Fee</u>	\$ 722.00
<u>Sewer Service Development Fee</u>	\$ 747.00

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

Water Service Development Fee \$1,805.00 per equivalent living Unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	120.33	15
31 & Above	90.25	30

Sewer Service Development Fee \$ 1,868.00 per equivalent living unit plus the following amount.

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	124.53	15
31 & Above	93.40	30

C. City of Daytona Beach Shores: (treatment only)

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

Sewer Service Development Fee \$ 956.00

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

Sewer Service Development Fee \$ 956.00 per equivalent living unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	63.73	15
31 & Above	47.80	30

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

Section 3. Connection Charges for Water Service Potable & Reclaimed

Connection Charges

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

A. Inside City Limits:

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

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>	
	<u>POTABLE</u>	<u>RECLAIMED/IRRIGATION</u>
$\frac{3}{4}$ inch	\$ 605	\$ 605
1 inch	825	825
1 $\frac{1}{2}$ inch	980	980
2 inch	1,905	1,535
3 inch or larger	425 + actual material & labor	

B. Outside City Limits:

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

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>
	<u>POTABLE</u>
$\frac{3}{4}$ inch	\$ 755
1 inch	1,030
1 $\frac{1}{2}$ inch	1,225
2 inch	2,380
3 inch or larger	530 + actual material & labor

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

Section 4. Connection Charges for Sewer Service.

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,400.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES**Section 5. Application and Deposits for Service.****A. PRIMARY UTILITY METER DEPOSIT**

Upon a request for utility service at a new location, including water, sewer, reclaimed and garbage, the following minimum deposit (for each meter: potable; reclaimed; or pre-existing irrigation) shall be required for each new or existing customer. Where the property has changed hands, a new deposit will be required in the name of a deed holder.

For estates where the surviving spouses' name is on the deed, the deposit will be transferred to an account in the surviving spouses' name. In cases of divorce, a new deposit will be required unless the court instructs otherwise.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Owner of Property</u>	<u>Tenant</u>
$\frac{3}{4}$ inch	\$ 100.00	\$ 175.00
1 inch	\$ 200.00	\$ 350.00
1 $\frac{1}{2}$ inch	\$ 300.00	\$ 525.00
2 inch	\$ 760.00	\$ 1,330.00
3 inch	\$ 1,050.00	\$ 1,838.00
4 inch	\$ 1,400.00	\$ 2,450.00
6 inch	\$ 3,500.00	\$ 6,125.00
8 inch	\$ 4,200.00	\$ 7,350.00
10 inch	\$ 6,000.00	\$10,500.00

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

In addition to the primary meter above for single family homes (owner occupied) an additional deposit will be required for an additional tenant reclaimed or potable meter. ADDITIONAL METER DEPOSITS ARE AS FOLLOWS:

<u>Meter Size</u>	<u>Owner Occupied Reclaimed Meter</u>	<u>Tenant Reclaimed or Potable Meter</u>
$\frac{3}{4}$ inch	\$ 35.00	\$ 80.00
1 inch	\$ 70.00	\$ 160.00
1.5 inch	\$ 105.00	\$ 240.00
2 inch	\$ 266.00	\$ 608.00
3 inch	\$ 367.50	\$ 840.00
4 inch	\$ 490.00	\$ 1,120.00

C. Multiple Property Ownership – Single Customer - Shared Deposit – The following minimum deposit for utility (potable water and reclaimed) service shall be required for each customer owning multiple properties (In addition to Section 5A) serviced by a $\frac{3}{4}$ - inch meter or owning one (1) parcel of rental property serviced by multiple meters:

NUMBER OF UNITS OR METERS MINIMUM DEPOSIT

Three (3) or less \$100.00
Four (4) or more \$100.00 plus \$35.00 for each additional unit or meter over three (3)

D. For customer who has been charged the reconnect fee subsequent to a disconnect for non-payment two times within a twelve month period, or has a credit history evidencing delinquent payments on their accounts, an additional deposit equal to two (2) month's average bills shall be required. All accounts processed for discontinuation of service for non-payment shall be required to pay the reconnect fee whether service has been interrupted or not.

- E. The application shall require background and credit history information. Should an applicant refuse to provide a valid driver's license or State of Florida issued identification card the applicant shall be required to provide a credit report from a nationally recognized credit reporting company. Prior to utility service initiation, utility customers at new service locations shall provide proof of ownership or for tenants, a lease agreement showing parties to the lease.
- F. The deposits outlined in this section apply to all residential and commercial property owners and are not refundable until disposition or demolition of structures. Deposits will be applied after the initiation of the collections process. Tenant deposits will be applied or refunded as applicable.

Section 6. Portable Water Meter Charges

- A. Portable Truck Mounted Meters – Upon receipt of the meter, the customer will pay a security deposit equal to the actual cost of the meter. Upon return of the meter in good working condition, the individual or firm will receive a refund equal to 85% of the cost of the original meter reduced by the replacement cost of the any damaged meter components.
- B. Cart Mounted Meter with Backflow Device - The customer will pay \$1,500.00 security deposit upon receipt of the portable meter. Upon return of the meter in good working condition, the individual or firm will receive a refund of the lesser of \$1,275.00 or this amount reduced by replacement cost of the damaged meter and/or other components. All portable meters must be read or usage reported monthly and charged a standard inside commercial water rate based on their meter size plus a \$25.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read. Under special circumstances that include semi-permanently installed meters and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to cause the meter to be read on a monthly basis, a penalty equal to two (2) times the estimated usage will be charged. If Portable Water Meters are destroyed, damaged, or abused, the Finance Director or Designee shall notify the utility customer that all future connections to the City water system of any nature shall be made only by City staff and that any future use of portable meters by such utility customer is prohibited. Where abuse has been determined, the utility account established by the customer for a portable meter shall be closed, the meter and backflow prevention device shall be returned to the City immediately, and a penalty equal to three (3) times the estimated dollar amount of the repair plus \$105 will be assessed.

Section 7. Account Service Charges.

- A. There will be a \$40.00 service charge for a new account or reconnect to turn on water where connection to the water system and installation of a meter has previously been made. The charge is not applicable to the original connection to the water system and installation of a meter.

- B. There will be an \$80.00 service charge for a new account or reconnect requiring unscheduled service or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.
- C. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply if all meters at the location are turned on or off during the same service call.
- D. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.
- E. If the water meter is tampered with by action of the customer, tampering fees as outlined by City Ordinance and Florida Statute apply. The minimum fee for tampering will be three times the estimated dollar amount of service unlawfully obtained plus a \$105.00 service charge.

Section 8. Extraordinary Service Call Charges.

- A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum \$40.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.
- B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 2:00 p.m., Monday through Friday shall require a \$105.00 service charge together with the additional charges set forth in Paragraph A of this section.
- C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance.

Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 A.M. to 3:30 P.M.

Section 9. Meter Test Charges.

- A. Bench Test
There shall be a \$105.00 service charge for customers requesting a meter bench test for accuracy on a $\frac{3}{4}$ inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean greater than two and one-half percent (2 ½ %) plus or minus from perfect registration.

B. Meter Check – At Service Location

There will be a \$20.00 service charge for a meter check requested by a customer. If the reading is found to be in error or the meter is not functioning properly then there will be no charge.

Section 10. Swimming Pool Service Charges.

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge will be given for the amount of water used to fill the swimming pool. There shall be a \$40.00 service charge for reading the water meter, if applicable, immediately before and after the pool is filled. There shall be no service charge if the service visit is not required because the customer provides a letter from the pool contractor documenting pool water volume or if pool capacity can be determined using an alternate reasonable process.

Section 11. Backflow Inspection/Testing Charge.

All owners of non-single family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional. Certified test results are to be provided to the City immediately thereafter. If the owner does not inspect and test these devices annually then the City or its agent may elect to provide this service and charge the actual cost of testing (including direct or indirect cost) to the owner.

There shall be a monthly charge of \$2.92 for inspection and testing of each single family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges.

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

<u>TAP SIZE</u>		<u>PRESSURE MAIN</u>	<u>SEWER MANHOLE CORING</u>
1	inch	\$ 300	N/A
2	inch	340	N/A
4	inch	560	\$ 780
6	inch	560	780
8	inch	560	780
10	inch	615	990
12	inch	670	1,195

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

Section 13. Fire Hydrant Maintenance Charges.

- A. All Fire Hydrants either private or public shall be maintained by the City of Port Orange and charged as noted in paragraphs “B” and “C”.
- B. There shall be a monthly charge of \$9.00 for each fire hydrant located within the City limits and outside of City right-of-way or public utility easements.
- C. There shall be a monthly charge of \$11.25 for each fire hydrant located outside the City limits and outside of City right-of-way or public utility easements.

Section 14. Fire Sprinkler System Charges.

A. Single Family Residential and Multi-Family Residential.

- 1. Fire sprinkler systems with demand requiring a service size of two inches (2”) or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. The required backflow prevention device shall be installed on the fire sprinkler system extension after the meter.
- 2. Fire sprinkler systems requiring a service size larger than two inches (2”) may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable

B. Motel, Hotel, Commercial and Industrial.

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable.

C. New Fire Sprinkler Service Installations.

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution.

The required backflow prevention device shall be installed and tested annually by the customer at the customer’s expense.

D. Monthly Charges for Unmetered Fire Sprinkler Systems.

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

<u>SERVICE SIZE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
2 inch	\$ 4.40	\$ 5.50
3 inch	8.25	10.31
4 inch	13.75	17.19
6 inch	27.50	34.38
8 inch	44.00	55.00
10 inch	63.25	79.06
12 inch	118.25	147.81

Section 15. Collections Process Charges.

- A. Any account that is sent to collections will be charged the collection agency fee plus a \$40.00 administration fee.
- B. Any account that has been processed for a lien or satisfaction of lien will be charged the appropriate processing fee charge us by Volusia County for processing plus an additional \$40.00 administration fee.

PART C – WATER AND SEWER CONSUMPTION CHARGES**Section 16. Schedule of Monthly Water Charges.**

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings to have been delivered. If connection is required pursuant to Section 74-31, Code of Ordinances, City of Port Orange, Florida, water service is deemed available for use. The monthly usage charges shall be computed to the nearest thousand gallons.

A. Residential

- 1. Inside the City limits of Port Orange, the minimum monthly charges shall be \$9.90 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.48 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	3.88 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	6.70 per thousand gallons
Block 4 (18,000+ gallons)	10.72 per thousand gallons

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

- 2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.85 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	4.85 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	8.38 per thousand gallons
Block 4 (18,000+ gallons)	13.40 per thousand gallons

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

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreational room, bathhouse, and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park/Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 9.90
1 inch	16.50
1 $\frac{1}{2}$ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 12.38
1 inch	20.63
1 $\frac{1}{2}$ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$4.01 per thousand gallons.

E. Town of Ponce Inlet.

The Town of Ponce Inlet shall be charged a minimum rate of \$50.00 per month per master meter, plus usage billed at \$4.24 per thousand gallons.

- F. Water service utilized by a customer for any part of a month shall render the customer subject to not less than the minimum monthly charge plus usage billed as provided herein.

Section 17. Schedule of Monthly Sewer Charges.

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City based on water consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons.

A. RESIDENTIAL

1. Inside the City limits of Port Orange the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Each non-connected 4 kgal Min unit shall be billed a minimum monthly charge of \$29.10, and non-connected customers shall be billed a minimum monthly charge of \$11.70.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly charge of \$14.63.

B. MULTI-FAMILY RESIDENTIAL (Apartment, Condominium, Time Share Resort, and Mobile Home Park with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each equivalent full time or short term unit, plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each equivalent full time or short term unit plus usage billed at \$5.44 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$4.35 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 11.70
1"	meter	19.50
1 ½"	meter	39.00
2"	meter	62.40
3"	meter	117.00
4"	meter	195.00
6"	meter	390.00
8"	meter	624.00
10"	meter	897.00
Non-Connected		11.70

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$5.44 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 14.63
1"	meter	24.38
1 ½"	meter	48.75
2"	meter	78.00
3"	meter	146.25
4"	meter	243.75
6"	meter	487.50
8"	meter	780.00
10"	meter	1,121.25
Non-Connected		14.63

E. Dump Stations.

In addition to the charges set forth in Section 17C, for each campground or recreational park with one (1) or more dump station(s), the monthly charge shall be \$60.00 per campground or recreational park. For each dump station at any other location, the

monthly charge shall be \$20.00 per dump station. Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract to and on behalf of the City of Port Orange. In such instances any charges shall be defined in the contract.

F. City of Daytona Beach Shores.

The City of Daytona Beach Shores shall be charged usage at \$3.46 per thousand gallons of untreated sewage flow.

G. Sewage service utilized by a customer for any part of a month shall render the customer subject to sewer billing based on water consumption for that month, not less than the minimum monthly charge plus actual usage billed as provided herein.

Section 18. Minimum Billing for Partial Monthly Service.

The minimum monthly water and sewer utility charges shall apply to all accounts. Minimum monthly charges will be prorated during the initial and final month of service.

Section 19. Voluntary Suspension of Service & Minimum Charges to Vacant Developed Properties.

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. Not less than the minimum monthly charges shall be billed as provided and established by this resolution.

In order to prevent unauthorized water usage while a customer is on vacation (for a minimum three months) the customer may request that the City lock off the meter at no cost to the customer. The customer will not be required to pay a reconnect fee if a telephoned request is received the day prior to the need to resume service. If this type of notice is not provided to the City by the customer and service is resumed by action of the customer, tamper fees may apply as outlined in City Ordinance 74.40 and Florida Statute 812.14(2) b & c5. The minimum fee for tampering with utility services will be three times the estimated dollar amount of service unlawfully, obtained plus a \$105.00 service charge or at a minimum the account will be back billed all applicable services for the period of time in question and water usage plus a \$40.00 service charge.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 20. Reclaimed Water System Charges.

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest

thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

Inside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 8.75
1"	meter	14.58
1 ½"	meter	29.17
2"	meter	46.67
3"	meter	87.50
4"	meter	145.83
6"	meter	291.67
8"	meter	466.67
10"	meter	670.83

Usage Charges:

Block 1	\$0.22 per thousand gallons
Block 2	0.39 per thousand gallons
Block 3	0.44 per thousand gallons

Outside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 10.94
1"	meter	18.23
1 ½"	meter	36.46
2"	meter	58.34
3"	meter	109.38
4"	meter	182.29
6"	meter	364.59
8"	meter	583.34
10"	meter	838.54

Usage Charges:

Block 1	\$0.28 per thousand gallons
Block 2	0.48 per thousand gallons
Block 3	0.55 per thousand gallons

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>
¾ inch	0-12,000	12,001-18,000	18,000+
1 inch	0-20,000	20,001-30,000	30,000+
1 ½ inch	0-40,000	40,001-60,000	60,000+

2	inch	0-64,000	64,001-96,000	96,000+
3	inch	0-120,000	120,001-180,000	180,000+
4	inch	0-200,000	200,001-300,000	300,000+
6	inch	0-400,000	400,001-600,000	600,000+
8	inch	0-640,000	640,001-960,000	960,000+
10	inch	0-920,000	920,000-1,380,000	1,380,000+

B. Interruptible Service Rate.

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or his Designee the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A of this section, plus usage billed at \$0.22 per thousand gallons inside the City and \$0.28 per thousand gallons outside the City.

Service under this category may be interrupted at any time by the City.

Section 21. Irrigation/Sprinkler Charges.

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 9.90
1 inch	16.50
1 $\frac{1}{2}$ inch	33.00
2 inch	52.80

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 12.38
1 inch	20.63
1 $\frac{1}{2}$ inch	41.25

2 inch 66.00

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

- B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 9.90
1"	meter	16.50
1 ½"	meter	33.00
2"	meter	52.80
3"	meter	99.00
4"	meter	165.00
6"	meter	330.00
8"	meter	528.00
10"	meter	759.00

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 12.38
1"	meter	20.63
1 ½"	meter	41.25
2"	meter	66.00
3"	meter	123.75
4"	meter	206.25
6"	meter	412.50
8"	meter	660.00
10"	meter	948.75

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

- C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 9.90
1 inch	16.50
1 $\frac{1}{2}$ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 12.38
1 inch	20.63
1 $\frac{1}{2}$ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$6.56 per thousand gallons.

Section 22. Rate Review.

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein.

Section 23. Prior Resolutions Superseded.

This Resolution shall supersede all prior rate Resolutions including Resolution No. 13-41.

Section 23. Effective Date.

This resolution shall become effective for all bills rendered after April 1, 2015.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

CITY OF PORT ORANGE, FLORIDA



WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

December 9, 2014



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

December 9, 2014

The Honorable Mayor and
Members of the City Council
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: **Water, Wastewater, and Reclaimed Water Rate Study**

Public Resources Management Group, Inc. ("PRMG") has completed our study of the water, wastewater, and reclaimed water rates for the City of Port Orange, Florida (the "City") water, wastewater, and reclaimed water system (the "System") and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report that is submitted for your consideration. This report summarizes the basis for the restructured rates, fees and charges for water, wastewater and reclaimed water service that are proposed to become effective during the Fiscal Year 2015.

As part of our scope of services, PRMG performed a multi-year forecast of System revenue requirements earlier in the study and communicated the results to the City Council on April 1, 2014. The results of the financial forecast indicated the need for user rate increases phased over a five-year period. However, as a result of new City and utility management, the City is currently re-evaluating the capital needs for the water, wastewater, and reclaimed water systems that were previously communicated to the City Council. Moreover, there is uncertainty on whether the City of Daytona Beach Shores ("Daytona Beach Shores") will remain a bulk wastewater customer of the System or whether Daytona Beach Shores will reduce its (billable) annual wastewater flows to be treated by the City. Because of these variables, PRMG was instructed to focus on restructuring the user rates with the goal of increasing overall retail user rate revenue collections by 3.0%. The proposed rates are not designed to meet the System's revenue requirements over the next several years.

The proposed rates and charges are intended to meet the utility rate structure objectives communicated by the City Council in public meetings on the rate study that were held on November 12, 2013 and April 1, 2014. These objectives include:

- The rates should be simplified; and
- The rates should be fair and reasonable (equitable) among customer classes.

The Honorable Mayor and Members of the City Council
City of Port Orange
December 9, 2014
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Following this letter, we have provided an executive summary that summarizes the results of our study and outlines our recommendations and conclusions. The remainder of the report provides information on the System customer base and projected revenue under existing rates.

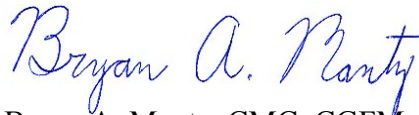
We appreciate the opportunity to be of service to the City.

Respectfully submitted,

Public Resources Management Group, Inc.



Henry L. Thomas
Senior Vice-President



Bryan A. Mantz, CMC, CGFM
Supervising Consultant



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Senior Rate Analyst

Attachments

CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

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CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

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EXECUTIVE SUMMARY AND RECOMMENDATIONS



CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

EXECUTIVE SUMMARY AND RECOMMENDATIONS

GENERAL

The City of Port Orange's (the "City") water, wastewater and reclaimed water utility system (the "System" or the "Utility") is established as an enterprise fund. As such, the System should have revenues equal to the costs of the services provided by the Utility, and the City must establish rates sufficient to cover the cost of operating, maintaining, repairing and financing the System. According to the Governmental Accounting Standards Board, "Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that cost of providing services to the general public on a continuing basis should be financed or recovered primarily through user charges."

The City's current minimum monthly charges and base usage rates have been in effect since 2008, or about seven (7) years. Since the last user rate adjustment, general inflation as measured by the Consumer Price Index has cumulatively increased by approximately 8.8%.

As part of our scope of services, PRMG performed a multi-year forecast of System revenue requirements earlier in the study and communicated the results to the City Council on April 1, 2014. The results of the financial forecast indicated the need for user rate increases phased over a five-year period. However, as a result of new City and utility management, the City is currently re-evaluating the capital needs for the water and wastewater system that were previously communicated to the City Council. Moreover, there is uncertainty on whether the City of Daytona Beach Shores ("Daytona Beach Shores") will remain a bulk wastewater customer of the System or whether Daytona Beach Shores will reduce its (billable) annual wastewater flows to be treated by the City. Because of these variables, PRMG was instructed to focus on restructuring the user rates with the goal of increasing overall retail user rate revenue collections by 3.0%.

The proposed rates are not designed to meet the System's revenue requirements over the next several years. Since the multi-year forecast previously performed by PRMG indicated that the System revenue deficiencies were primarily related to the wastewater and reclaimed water systems, the overall 3.0% System retail user rate revenue adjustment is proposed to be recovered through increases in the retail wastewater and reclaimed water user rates as shown in the following table:

(Remainder of page intentionally left blank)

Summary of Projected Fiscal Year 2015

Retail User Rate Revenue Under Existing and Proposed Rates [1]

Description	Under Existing User Rates	Under Proposed User Rates	Percentage Increase
Water System	\$10,099,328	\$10,099,328	0.0%
Wastewater System	9,387,898	9,938,029	5.9%
Reclaimed Water System	1,213,600	1,284,717	5.9%
Total Retail Revenues	\$20,700,826	\$21,322,073	3.0%

[1] User rates designed under assumption of being effective for entire Fiscal Year.

PRMG recommends that, once the multi-year capital plan is finalized, the City perform another multi-year financial forecast to evaluate the near-future revenue requirements for the System. The financial risk of not proactively adjusting rates to meet projected revenue requirements is that user rates may be even higher in the future. The capital needs for the System are not anticipated to go away and may be more expensive to address in the future due to inflation in the costs of construction or increasing interest rates.

PRMG also recommends that, once the multi-year capital plan is finalized, the City review its development (impact) fees.

PROPOSED MONTHLY USER RATE DESIGNS

The proposed user rates and charges are intended to meet the utility rate structure objectives communicated by the City Council in public meetings on the rate study that were held on November 12, 2013 and April 1, 2014. These objectives include:

- The rates should be simplified; and
- The rates should be fair and reasonable (equitable) among customer classes.

Rate Structure Objective: Simplify Rates

Based on our discussions with the City Council and staff, to simplify the rates, PRMG proposes the following:

1. Reducing the number of water price blocks for the residential class. For the residential potable water class, PRMG has proposed to reduce the number of water price blocks from six (6) to four (4).
2. Eliminating the minimum gallons billed in the minimum monthly charges for wastewater and reclaimed water service. Typically, rate structures in the State of Florida consist of separate

base charges, which cover a portion of the utility's fixed costs, and usage charges, which recover the remaining costs. This change will also promote rate equity among smaller users.

3. Establishing a uniform usage rate for commercial, multifamily and sprinkler / irrigation potable water usage. The uniform usage rate for the commercial and multifamily classes is based on the System average cost per 1,000 gallons of amounts allocated to be recovered from System usage charges, while the uniform usage rate for the sprinkler / irrigation class targets discretionary usage.
4. Eliminating the tiered wastewater rate structure for residential customers. Conservation incentives are built into the monthly water rates, and a tiered rate structure for wastewater does not reflect the cost of service for wastewater.
5. Eliminating the energy usage charge. The costs of energy will be recovered through usage charges. This change should reduce the City's administrative burden.

Rate Structure Objective: Maintain Equitable Rates

To satisfy the City's objective of implementing equitable rates, PRMG proposes the following:

1. Establishing rates in which customers in each class have a uniform rate structure.
2. Increasing the minimum monthly charges for larger meter sizes for nonresidential / commercial customers based on capacity relationships recognized by the utility industry based on the size of the meter, which equates to the hydraulic capacity of such meter. A greater need for System capacity equates to a higher base charge. The capacity relationships are summarized in the following table:

ERC Factors By Meter Size		
Meter Size	Rated Capacity (gallons per minute)	ERC Factor [*]
3/4"	30	1.00
1"	50	1.67
1-1/2"	100	3.33
2"	160	5.33
3"	300	10.00
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
10"	2,300	76.67
[*] Reflects rated hydraulic capacity of meter divided by 30 gallons per minute based on the rated capacity of smallest meter size.		

3. Increasing the rates of higher water use price blocks for the residential class to shift more cost recovery to customers with higher water usage and to encourage water conservation.

Customers with excessive water usage will pay a greater percentage of System costs. The first (lowest) price block is considered a "lifeline" block that covers a portion of indoor / essential usage; the middle price blocks for discretionary usage including some irrigation use; and the last (highest) price block for excessive irrigation usage.

4. Adding a billing cap or maximum of 12,000 gallons to residential wastewater billing. Any usage above 12,000 gallons is assumed to be for irrigation purposes and, as such, does not return to the wastewater system. This is a common practice in the utility industry in Florida.

A summary of the existing and proposed monthly water user rates is shown in Table ES-1 at the end of this executive summary, while Table ES-2 contains the existing and proposed monthly wastewater user rates and Table ES-3 shows the existing and proposed monthly reclaimed water rates. Tables ES-4 through ES-7 show comparisons with other "neighboring" Florida utilities for typical monthly bills for residential water service, wastewater service, combined water and wastewater service, and reclaimed water service, respectively. Figures ES-1 through ES-3 show graphical comparisons at the average monthly usage of 4,000 gallons for water, wastewater and combined service, while Figure ES-4 provides a graphical comparison at the average monthly usage of 12,000 gallons for reclaimed water service. As shown in Tables ES-4 through ES-7 and in Figures ES-1 through ES-4, bills under the proposed monthly water, wastewater, and reclaimed water rates are competitive with those under the rates of the other "neighboring" Florida utilities.

Tables ES-8 through ES-11 provide additional bill comparisons for water, wastewater and reclaimed water service for selected customer types.

PROPOSED MISCELLANEOUS SERVICE CHARGES

Table ES-12 at the end of this executive summary shows existing and proposed miscellaneous service charges. The purpose of the miscellaneous service charges is to recover costs for specific services provided by the City at the request of the customer or by a direct action of the customer as it relates to City policy and procedures. Revenues derived from these charges also reduce the level of expenditures (revenue requirements) that must be recovered from monthly user rates. The costs for the services are directly passed-through to the customers requesting the services.

The proposed fees are based on: i) the City's direct costs (e.g., labor, vehicles/equipment and parts/supplies) of providing such services; and ii) consideration of similar fees charged by other Florida utilities. Table ES-13 at the end of this executive summary provides a limited comparison of selected existing and proposed miscellaneous charges with those of other Florida utilities.

Following the tables and figures at the end of this executive summary, the remainder of this report provides additional information on the System customers and the revenue forecast under existing System monthly user rates.

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Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	0.00%
	WATER SERVICE		
	<u>Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
1	All Meter Sizes	\$9.90	\$9.90
2	Non-Connected Customers	9.90	9.90
	Existing Usage Charges (Per Thousand Gallons)		
3	Block 1 (0 - 2,000)	\$0.90	N/A
4	Block 2 (2,001 - 4,000)	2.75	N/A
5	Block 3 (4,001 - 6,000)	2.95	N/A
6	Block 4 (6,001 - 8,000)	3.25	N/A
7	Block 5 (8,001 - 11,000)	3.75	N/A
8	Block 6 (11,000+)	4.45	N/A
9	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
10	Block 1 (0 - 2,000)	N/A	\$1.48
11	Block 2 (2,001 - 12,000)	N/A	3.88
12	Block 3 (12,001 - 18,000)	N/A	6.70
13	Block 4 (18,000+)	N/A	10.72
	<u>Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
14	All Meter Sizes	\$12.85	\$12.38
15	Non-Connected Customers	12.85	12.38
	Existing Usage Charges (Per Thousand Gallons)		
16	Block 1 (0 - 2,000)	\$1.30	N/A
17	Block 2 (2,001 - 4,000)	3.75	N/A
18	Block 3 (4,001 - 6,000)	4.00	N/A
19	Block 4 (6,001 - 8,000)	4.40	N/A
20	Block 5 (8,001 - 11,000)	5.05	N/A
21	Block 6 (11,000+)	5.95	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
22	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
23	Block 1 (0 - 2,000)	N/A	\$1.85
24	Block 2 (2,001 - 12,000)	N/A	4.85
25	Block 3 (12,001 - 18,000)	N/A	8.38
26	Block 4 (18,000+)	N/A	13.40
	<u>Multifamily Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
27	Per Unit	\$9.90	\$9.90
	Usage Charges (Per Thousand Gallons)		
28	All Usage	\$2.40	\$3.21
29	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	<u>Multifamily Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
30	Per Unit	\$12.85	\$12.38
	Usage Charges		
31	All Usage	\$3.25	\$4.01
32	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
33	3/4" Meter	\$9.90	\$9.90
34	1" Meter	19.80	16.50
35	1.5" Meter	29.70	33.00
36	2" Meter	39.60	52.80
37	3" Meter	99.00	99.00
38	4" Meter	128.70	165.00
39	6" Meter	257.40	330.00
40	8" Meter	415.00	528.00
41	10" Meter	594.00	759.00
Existing Usage Charges (Per Thousand Gallons)			
42	Block 1 (0 - 2,000)	\$0.90	N/A
43	Block 2 (2,001 - 4,000)	2.75	N/A
44	Block 3 (4,001 - 6,000)	2.95	N/A
45	Block 4 (6,001 - 8,000)	3.25	N/A
46	Block 5 (8,001 - 11,000)	3.75	N/A
47	Block 6 (11,000+)	4.45	N/A
48	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
49	All Usage	N/A	\$3.21
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
50	3/4" Meter	\$12.85	\$12.38
51	1" Meter	25.70	20.63
52	1.5" Meter	38.55	41.25
53	2" Meter	50.40	66.00
54	3" Meter	128.50	123.75
55	4" Meter	167.05	206.25
56	6" Meter	334.10	412.50
57	8" Meter	539.00	660.00
58	10" Meter	771.00	948.75

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Existing Usage Charges (Per Thousand Gallons)		
59	Block 1 (0 - 2,000)	\$1.30	N/A
60	Block 2 (2,001 - 4,000)	3.75	N/A
61	Block 3 (4,001 - 6,000)	4.00	N/A
62	Block 4 (6,001 - 8,000)	4.40	N/A
63	Block 5 (8,001 - 11,000)	5.05	N/A
64	Block 6 (11,000+)	5.95	N/A
65	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
66	All Usage	N/A	\$4.01
	<u>Campground and Recreational Park / Private Utility Systems - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
67	Per Unit	\$9.90	\$9.90
	Usage Charges (Per Thousand Gallons)		
68	All Usage	\$2.40	\$3.21
69	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	<u>Campgrounds and Recreational Park / Private Utility Systems - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
70	Per Unit	\$12.85	\$12.38
	Usage Charges		
71	All Usage	\$3.25	\$4.01
72	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>IRRIGATION / SPRINKLER SERVICE</u>			
<u>Residential - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
73	3/4" Meter	\$9.90	\$9.90
74	1" Meter	9.90	16.50
75	1.5" Meter	9.90	33.00
76	2" Meter	9.90	52.80
Existing Usage Charges (Per Thousand Gallons)			
77	Block 1 (0 - 2,000)	\$0.90	N/A
78	Block 2 (2,001 - 4,000)	2.75	N/A
79	Block 3 (4,001 - 6,000)	2.95	N/A
80	Block 4 (6,001 - 8,000)	3.25	N/A
81	Block 5 (8,001 - 11,000)	3.75	N/A
82	Block 6 (11,000+)	4.45	N/A
83	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
84	All Usage	N/A	\$5.25
<u>Residential - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
85	3/4" Meter	\$12.85	\$12.38
86	1" Meter	12.85	20.63
87	1.5" Meter	12.85	41.25
88	2" Meter	12.85	66.00
Existing Usage Charges (Per Thousand Gallons)			
89	Block 1 (0 - 2,000)	\$1.30	N/A
90	Block 2 (2,001 - 4,000)	3.75	N/A
91	Block 3 (4,001 - 6,000)	4.00	N/A
92	Block 4 (6,001 - 8,000)	4.40	N/A
93	Block 5 (8,001 - 11,000)	5.05	N/A
94	Block 6 (11,000+)	5.95	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
95	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
96	Block 1	N/A	\$6.56
	<u>Multi-Family / Apartments - Inside the City</u>		
	Minimum Monthly Charge (Per Meter)		
97	3/4" Meter	\$9.90	\$9.90
98	1" Meter	9.90	16.50
99	1.5" Meter	9.90	33.00
100	2" Meter	9.90	52.80
101	3" Meter	9.90	99.00
102	4" Meter	9.90	165.00
103	6" Meter	9.90	330.00
104	8" Meter	9.90	528.00
105	10" Meter	9.90	759.00
	Existing Usage Charges (Per Thousand Gallons)		
106	Block 1 (0 - 2,000)	\$0.90	N/A
107	Block 2 (2,001 - 4,000)	2.75	N/A
108	Block 3 (4,001 - 6,000)	2.95	N/A
109	Block 4 (6,001 - 8,000)	3.25	N/A
110	Block 5 (8,001 - 11,000)	3.75	N/A
111	Block 6 (11,000+)	4.45	N/A
112	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
113	All Usage	N/A	\$5.25

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Residential Multi-Family / Apartments - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
114	3/4" Meter	\$12.85	\$12.38
115	1" Meter	12.85	20.63
116	1.5" Meter	12.85	41.25
117	2" Meter	12.85	66.00
118	3" Meter	12.85	123.75
119	4" Meter	12.85	206.25
120	6" Meter	12.85	412.50
121	8" Meter	12.85	660.00
122	10" Meter	12.85	948.75
Existing Usage Charges (Per Thousand Gallons)			
123	Block 1 (0 - 2,000)	\$1.30	N/A
124	Block 2 (2,001 - 4,000)	3.75	N/A
125	Block 3 (4,001 - 6,000)	4.00	N/A
126	Block 4 (6,001 - 8,000)	4.40	N/A
127	Block 5 (8,001 - 11,000)	5.05	N/A
128	Block 6 (11,000+)	5.95	N/A
129	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
130	All Usage	N/A	\$6.56
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
131	3/4" Meter	\$9.90	\$9.90
132	1" Meter	9.90	16.50
133	1.5" Meter	9.90	33.00
134	2" Meter	9.90	52.80
135	3" Meter	9.90	99.00
136	4" Meter	9.90	165.00
137	6" Meter	9.90	330.00
138	8" Meter	9.90	528.00
139	10" Meter	9.90	759.00

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
Existing Usage Charges (Per Thousand Gallons)			
140	Block 1 (0 - 2,000)	\$0.90	N/A
141	Block 2 (2,001 - 4,000)	2.75	N/A
142	Block 3 (4,001 - 6,000)	2.95	N/A
143	Block 4 (6,001 - 8,000)	3.25	N/A
144	Block 5 (8,001 - 11,000)	3.75	N/A
145	Block 6 (11,000+)	4.45	N/A
146	Water Energy Usage Charge	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
147	All Usage	N/A	\$5.25
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
148	3/4" Meter	\$12.85	\$12.38
149	1" Meter	12.85	20.63
150	1.5" Meter	12.85	41.25
151	2" Meter	12.85	66.00
152	3" Meter	12.85	123.75
153	4" Meter	12.85	206.25
154	6" Meter	12.85	412.50
155	8" Meter	12.85	660.00
156	10" Meter	12.85	948.75
Existing Usage Charges (Per Thousand Gallons)			
157	Block 1 (0 - 2,000)	\$1.30	N/A
158	Block 2 (2,001 - 4,000)	3.75	N/A
159	Block 3 (4,001 - 6,000)	4.00	N/A
160	Block 4 (6,001 - 8,000)	4.40	N/A
161	Block 5 (8,001 - 11,000)	5.05	N/A
162	Block 6 (11,000+)	5.95	N/A
163	Water Energy Usage Charge	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
164	All Usage	N/A	\$6.56

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	5.86%
	SEWER SERVICE		
	<u>Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
1	All Meter Sizes	\$11.70	\$11.70
2	Non-Connected 4 kgal Min	23.35	29.10
3	Non-Connected Customers	11.70	11.70
	Existing Usage Charges (Per Thousand Gallons)		
4	Block 1 (0 - 1,000)	\$0.00	N/A
5	Block 2 (1,001 - 4,000)	4.05	N/A
6	Block 3 (4,000+)	5.05	N/A
7	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
8	Block 1 (1 - 12,000)	N/A	\$4.35
9	Block 2 (12,000+)	N/A	0.00
	<u>Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
10	All Meter Sizes	\$17.55	\$14.63
11	Non-Connected Customers	17.55	14.63
	Existing Usage Charges (Per Thousand Gallons)		
12	Block 1 (0 - 1,000)	\$0.00	N/A
13	Block 2 (1,001 - 4,000)	6.45	N/A
14	Block 3 (4,000+)	7.95	N/A
15	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
16	Block 1 (1 - 12,000)	N/A	\$5.44
17	Block 2 (12,000+)	N/A	0.00

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Multifamily Residential - Inside the City</u>			
	Minimum Monthly Charge (Per Unit)		
18	Per Unit	\$11.70	\$11.70
	Existing Usage Charges (Per Thousand Gallons)		
19	Block 1 (0 - 1,000)	\$0.00	N/A
20	Block 2 (1,001 - 4,000)	4.05	N/A
21	Block 3 (4,000+)	5.05	N/A
22	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
23	All Usage	N/A	\$4.35
<u>Multifamily Residential - Outside the City</u>			
	Minimum Monthly Charge (Per Unit)		
24	Per Unit	\$17.55	\$14.63
	Existing Usage Charges (Per Thousand Gallons)		
25	Block 1 (0 - 1,000)	\$0.00	N/A
26	Block 2 (1,001 - 4,000)	6.45	N/A
27	Block 3 (4,000+)	7.95	N/A
28	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
29	All Usage	N/A	\$5.44

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
30	3/4" Meter	\$11.70	\$11.70
31	1" Meter	23.40	19.50
32	1.5" Meter	35.10	39.00
33	2" Meter	46.80	62.40
34	3" Meter	117.00	117.00
35	4" Meter	152.10	195.00
36	6" Meter	304.20	390.00
37	8" Meter	491.00	624.00
38	10" Meter	702.00	897.00
39	Non-Connected Customers	11.70	11.70
Existing Usage Charges (Per Thousand Gallons)			
40	Block 1 (Scales with Meter Size)	\$0.00	N/A
41	Block 2 (Scales with Meter Size)	4.05	N/A
42	Block 3 (Scales with Meter Size)	5.05	N/A
43	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
Proposed Usage Charges (Per Thousand Gallons)			
44	All Usage	N/A	\$4.35
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
45	3/4" Meter	\$17.55	\$14.63
46	1" Meter	35.10	24.38
47	1.5" Meter	52.65	48.75
48	2" Meter	70.20	78.00
49	3" Meter	175.50	146.25
50	4" Meter	228.15	243.75
51	6" Meter	456.30	487.50
52	8" Meter	737.00	780.00
53	10" Meter	1,053.00	1,121.25
54	Non-Connected Customers	17.55	14.63

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Existing Usage Charges (Per Thousand Gallons)		
55	Block 1 (Scales with Meter Size)	\$0.00	N/A
56	Block 2 (Scales with Meter Size)	6.45	N/A
57	Block 3 (Scales with Meter Size)	7.95	N/A
58	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
59	All Usage	N/A	\$5.44
	<u>Campgrounds and Recreational Parks - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
60	Per Unit	\$11.70	\$11.70
	Existing Usage Charges (Per Thousand Gallons)		
61	Block 1 (0 - 1,000)	\$0.00	N/A
62	Block 2 (1,001 - 4,000)	4.05	N/A
63	Block 3 (4,000+)	5.05	N/A
64	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
65	All Usage	N/A	\$4.35
	<u>Campgrounds and Recreational Parks - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
66	Per Unit	\$17.55	\$14.63
	Existing Usage Charges (Per Thousand Gallons)		
67	Block 1 (0 - 1,000)	\$0.00	N/A
68	Block 2 (1,001 - 4,000)	6.45	N/A
69	Block 3 (4,000+)	7.95	N/A
70	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
71	All Usage	N/A	\$5.44

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	5.86%
	RECLAIMED WATER SERVICE		
	<u>Inside the City</u>		
	Minimum Monthly Charge (Per Meter)		
1	3/4" Meter	\$8.75	\$8.75
2	1" Meter	28.45	14.58
3	1.5" Meter	37.25	29.17
4	2" Meter	56.95	46.67
5	3" Meter	120.45	87.50
6	4" Meter	157.50	145.83
7	6" Meter	315.40	291.67
8	8" Meter	537.70	466.67
9	10" Meter	722.75	670.83
	Existing Usage Charges (Per Thousand Gallons) [1]		
10	Block 1	\$0.00	N/A
11	Block 2	0.35	N/A
12	Block 3	1.00	N/A
13	Block 4	1.50	N/A
14	Block 5	2.75	N/A
15	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
	Proposed Usage Charges (Per Thousand Gallons) [2]		
16	Block 1	N/A	\$0.22
17	Block 2	N/A	0.39
18	Block 3	N/A	0.44
	<u>Outside the City</u>		
	Minimum Monthly Charge (Per Meter)		
19	3/4" Meter	\$8.75	\$10.94
20	1" Meter	28.45	18.23
21	1.5" Meter	37.25	36.46
22	2" Meter	56.95	58.34
23	3" Meter	120.45	109.38
24	4" Meter	157.50	182.29
25	6" Meter	315.40	364.59
26	8" Meter	537.70	583.34
27	10" Meter	722.75	838.54

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Existing Usage Charges (Per Thousand Gallons) [1]		
28	Block 1	\$0.00	N/A
29	Block 2	0.35	N/A
30	Block 3	1.00	N/A
31	Block 4	1.50	N/A
32	Block 5	2.75	N/A
33	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
	Proposed Usage Charges (Per Thousand Gallons) [2]		
34	Block 1	N/A	\$0.28
35	Block 2	N/A	0.48
36	Block 3	N/A	0.55
	<u>Metered Interruptible Service - Inside the City</u>		
	Minimum Monthly Charge (Per Meter)		
37	3/4" Meter	\$8.75	\$8.75
38	1" Meter	28.45	14.58
39	1.5" Meter	37.25	29.17
40	2" Meter	56.95	46.67
41	3" Meter	120.45	87.50
42	4" Meter	157.50	145.83
43	6" Meter	315.40	291.67
44	8" Meter	537.70	466.67
45	10" Meter	722.75	670.83
	Existing Usage Charges (Per Thousand Gallons) [1]		
46	Block 1	0.00	N/A
47	Block 2	0.35	N/A
48	Block 3	0.35	N/A
49	Block 4	0.35	N/A
50	Block 5	0.35	N/A
51	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
52	All Usage	N/A	\$0.22

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Metered Interruptible Service - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
53	3/4" Meter	\$8.75	\$10.94
54	1" Meter	28.45	18.23
55	1.5" Meter	37.25	36.46
56	2" Meter	56.95	58.34
57	3" Meter	120.45	109.38
58	4" Meter	157.50	182.29
59	6" Meter	315.40	364.59
60	8" Meter	537.70	583.34
61	10" Meter	722.75	838.54
Existing Usage Charges (Per Thousand Gallons) [1]			
62	Block 1	0.00	N/A
63	Block 2	0.35	N/A
64	Block 3	0.35	N/A
65	Block 4	0.35	N/A
66	Block 5	0.35	N/A
67	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
Proposed Usage Charges (Per Thousand Gallons) [2]			
68	Block 1	N/A	\$0.28

Footnotes:

[1] Existing reclaimed water block ranges vary based on meter size and are delineated below:

Description - Meter Size	Block 1	Block 2	Block 3	Block 4	Block 5
3/4" Meter	0 - 20,000	20,001 - 50,000	50,001 - 100,000	100,001 - 150,000	150,000 +
1" Meter	0 - 50,000	50,001 - 80,000	80,001 - 150,000	150,001 - 250,000	250,000 +
1.5" Meter	0 - 75,000	75,001 - 150,000	150,001 - 225,000	225,001 - 325,000	325,000 +
2" Meter	0 - 125,000	125,001 - 300,000	300,001 - 400,000	400,001 - 500,000	500,000 +
3" Meter	0 - 250,000	250,001 - 425,000	425,001 - 700,000	700,001 - 850,000	850,000 +
4" Meter	0 - 325,000	325,001 - 650,000	650,001 - 950,000	950,001 - 1,400,000	1,400,000 +
6" Meter	0 - 625,000	625,001 - 1,150,000	1,150,001 - 1,500,000	1,500,001 - 2,100,000	2,100,000 +
8" Meter	0 - 1,075,000	1,075,001 - 1,600,000	1,600,001 - 2,100,000	2,100,001 - 2,800,000	2,800,000 +
10" Meter	0 - 1,500,000	1,500,001 - 2,300,000	2,300,001 - 3,200,000	3,200,001 - 3,900,000	3,900,000 +

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
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[2] Proposed reclaimed water block ranges vary based on meter size and are delineated below:

Description - Meter Size	Block 1	Block 2	Block 3
3/4" Meter	0 - 12,000	12,001 - 18,000	18,000 +
1" Meter	0 - 20,000	20,001 - 30,000	30,000 +
1.5" Meter	0 - 40,000	40,001 - 60,000	60,000 +
2" Meter	0 - 64,000	64,001 - 96,000	96,000 +
3" Meter	0 - 120,000	120,001 - 180,000	180,000 +
4" Meter	0 - 200,000	200,001 - 300,000	300,000 +
6" Meter	0 - 400,000	400,001 - 600,000	600,000 +
8" Meter	0 - 640,000	640,001 - 960,000	960,000 +
10" Meter	0 - 920,000	920,001 - 1,380,000	1,380,000 +

Table ES-4
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$9.90	\$12.86	\$16.19	\$19.52	\$26.58	\$34.24	\$67.35	\$92.50
2	Proposed Fiscal Year 2015 Rates	9.90	12.86	16.74	20.62	28.38	36.14	71.76	113.30
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$14.12	\$18.77	\$23.42	\$28.07	\$37.37	\$46.67	\$79.22	\$102.47
4	City of DeLand [4][5]	11.87	15.71	17.63	19.55	23.39	27.23	57.83	84.83
5	City of Deltona [4]	10.28	13.16	14.60	16.04	20.36	26.12	57.03	82.18
6	City of Edgewater	9.34	12.56	17.91	23.26	35.30	48.68	103.86	145.66
7	City of Eustis [4]	9.58	13.58	15.58	17.58	21.58	25.58	43.01	55.46
8	City of Holly Hill [6]	16.20	16.20	22.43	28.66	41.12	53.58	97.19	134.54
9	New Smyrna Beach Utilities Commission	11.65	13.51	14.75	15.99	19.19	23.11	36.83	48.48
10	City of Orange City [4]	9.74	16.40	19.73	23.06	29.72	38.05	78.03	111.33
11	City of Ormond Beach	12.08	12.08	15.26	18.44	24.80	32.34	58.73	77.58
12	Town of Ponce Inlet	15.00	15.00	22.10	29.20	43.40	57.60	107.30	142.80
13	City of Sanford [4]	10.90	10.90	13.02	15.14	19.38	24.92	46.80	64.80
14	Seminole County [4]	12.15	14.21	15.24	16.27	18.33	20.39	30.95	46.35
15	City of South Daytona [4]	13.22	18.31	23.40	28.49	38.67	49.31	88.16	115.91
16	Volusia County - Softened [4]	12.75	19.97	23.58	27.19	35.24	44.12	75.95	101.30
17	Other Utilities' Average	\$12.06	\$15.03	\$18.48	\$21.92	\$29.13	\$36.98	\$68.64	\$93.84

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for water system of \$0.58 per 1,000 gallons
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-5
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$11.70	\$16.47	\$21.24	\$26.01	\$37.55	\$49.09	\$89.48	\$118.33
2	Proposed Fiscal Year 2015 Rates	11.70	20.40	24.75	29.10	37.80	46.50	63.90	63.90
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$11.72	\$18.92	\$26.12	\$33.32	\$47.72	\$62.12	\$112.52	\$148.52
4	City of DeLand [4][5]	24.09	32.19	36.24	40.29	48.39	56.49	84.84	84.84
5	City of Deltona [4]	15.07	40.31	52.93	65.55	94.57	127.37	160.17	160.17
6	City of Edgewater	13.04	23.96	29.42	34.88	45.80	56.72	94.94	122.24
7	City of Eustis [4]	23.43	29.29	32.22	35.15	41.01	46.87	52.73	52.73
8	City of Holly Hill [6]	18.18	18.18	25.34	32.50	46.82	61.14	111.26	147.06
9	New Smyrna Beach Utilities Commission	18.61	26.75	30.82	34.89	43.03	51.17	79.66	100.01
10	City of Orange City [4]	19.07	32.05	38.54	45.03	58.01	70.99	77.48	77.48
11	City of Ormond Beach	15.79	15.79	20.22	24.65	33.51	42.37	73.38	95.53
12	Town of Ponce Inlet	17.55	24.82	32.09	39.36	56.90	74.44	135.83	179.68
13	City of Sanford [4]	20.05	20.05	25.52	30.99	41.93	52.87	74.75	74.75
14	Seminole County [4]	19.31	28.09	32.48	36.87	45.65	54.43	85.16	85.16
15	City of South Daytona [4]	16.55	24.25	31.95	39.65	55.05	71.12	129.71	171.56
16	Volusia County - Softened [4]	19.60	27.90	32.05	36.20	44.50	52.80	77.70	77.70
17	Other Utilities' Average	\$18.00	\$25.90	\$31.85	\$37.81	\$50.21	\$62.92	\$96.44	\$112.67

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for wastewater system of \$0.72 per 1,000 gallons after first 1,000 gallons
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-6
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Combined Water and Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$21.60	\$29.33	\$37.43	\$45.53	\$64.13	\$83.33	\$156.83	\$210.83
2	Proposed Fiscal Year 2015 Rates	21.60	33.26	41.49	49.72	66.18	82.64	135.66	177.20
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$25.84	\$37.69	\$49.54	\$61.39	\$85.09	\$108.79	\$191.74	\$250.99
4	City of DeLand [4][5]	35.96	47.90	53.87	59.84	71.78	83.72	142.67	169.67
5	City of Deltona [4]	25.35	53.47	67.53	81.59	114.93	153.49	217.20	242.35
6	City of Edgewater	22.38	36.52	47.33	58.14	81.10	105.40	198.80	267.90
7	City of Eustis [4]	33.01	42.87	47.80	52.73	62.59	72.45	95.74	108.19
8	City of Holly Hill [6]	34.38	34.38	47.77	61.16	87.94	114.72	208.45	281.60
9	New Smyrna Beach Utilities Commission	30.26	40.26	45.57	50.88	62.22	74.28	116.49	148.49
10	City of Orange City [4]	28.81	48.45	58.27	68.09	87.73	109.04	155.51	188.81
11	City of Ormond Beach	27.87	27.87	35.48	43.09	58.31	74.71	132.11	173.11
12	Town of Ponce Inlet	32.55	39.82	54.19	68.56	100.30	132.04	243.13	322.48
13	City of Sanford [4]	30.95	30.95	38.54	46.13	61.31	77.79	121.55	139.55
14	Seminole County [4]	31.46	42.30	47.72	53.14	63.98	74.82	116.11	131.51
15	City of South Daytona [4]	29.77	42.56	55.35	68.14	93.72	120.43	217.87	287.47
16	Volusia County - Softened [4]	32.35	47.87	55.63	63.39	79.74	96.92	153.65	179.00
17	Other Utilities' Average	\$30.07	\$40.92	\$50.33	\$59.73	\$79.34	\$99.90	\$165.07	\$206.51

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for water system of \$0.58 per 1,000 gallons and energy usage charge for wastewater system of \$0.72 per 1,000 gallons.
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-7
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Bills for Reclaimed Water Service

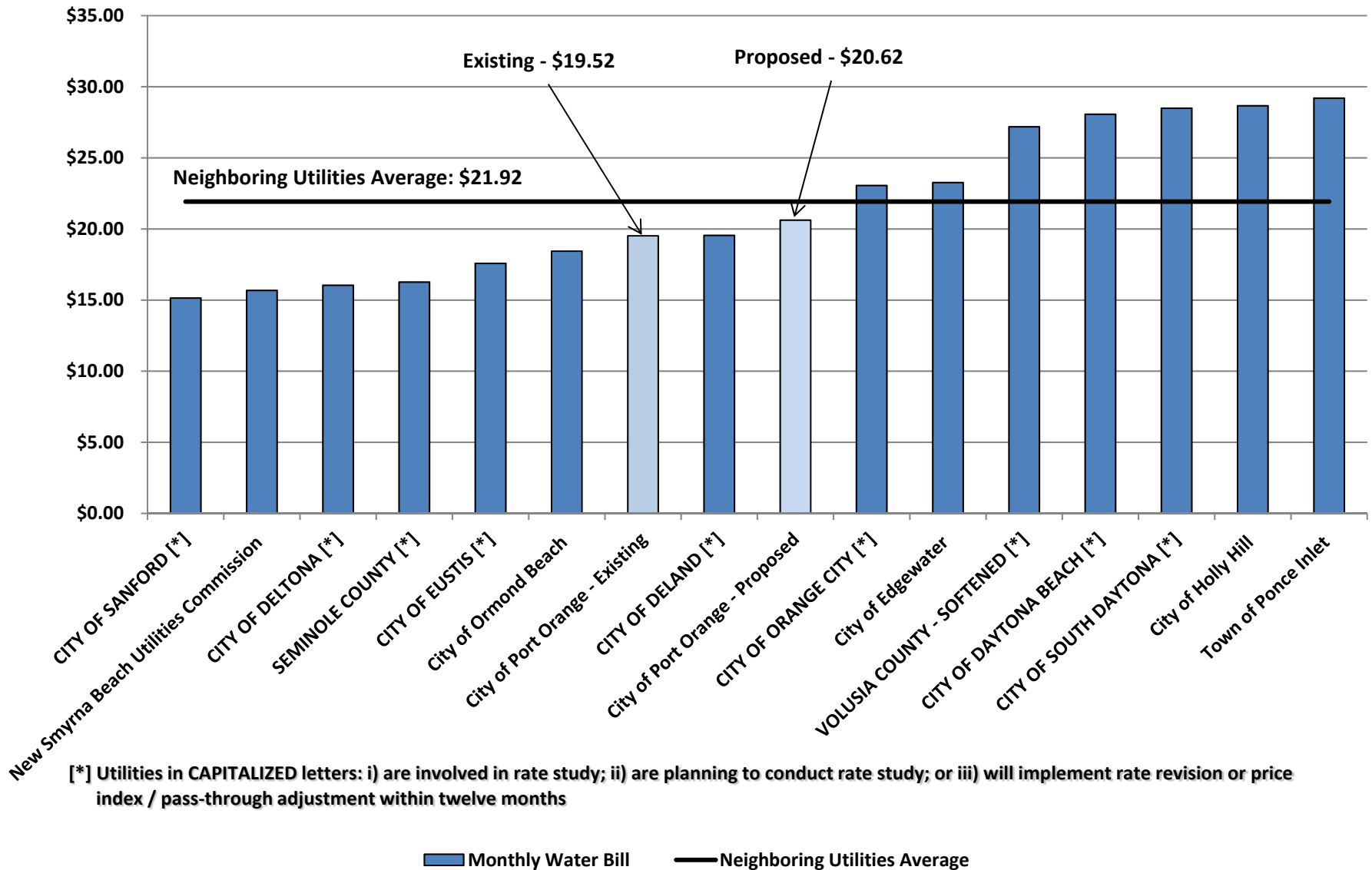
Line No.	Description	5/8" or 3/4" Meter							
		0 Gallons	5,000 Gallons	10,000 Gallons	12,000 Gallons [1]	15,000 Gallons	20,000 Gallons	25,000 Gallons	35,000 Gallons
	City of Port Orange, Florida								
1	Existing Rates [2]	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$11.25	\$16.25
2	Proposed Fiscal Year 2015 Rates	8.75	9.85	10.95	11.39	12.56	14.61	16.81	21.21
	Other Florida Utilities								
3	City of Daytona Beach	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71
4	City of Deltona	2.89	9.29	15.69	18.25	22.09	28.49	34.89	47.69
5	City of Edgewater	9.50	9.50	9.50	9.50	9.50	9.50	9.50	12.60
6	City of Eustis	0.00	6.25	12.50	15.00	20.28	29.08	41.43	66.13
7	City of New Smyrna Beach	11.20	11.20	11.20	11.20	11.20	22.40	33.60	56.00
8	City of Ormond Beach	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00
9	City of Sanford	5.49	11.14	16.79	19.05	22.44	28.09	33.74	47.84
10	Seminole County	5.07	8.47	11.87	14.13	17.52	23.17	32.42	56.97
11	Volusia County	6.21	13.16	20.11	23.29	28.06	41.36	54.66	81.26
12	Surveyed Other Florida Utilities' Average	\$6.90	\$10.08	\$13.26	\$14.68	\$16.98	\$22.64	\$29.11	\$43.36

NOTE: Reclaimed water rates of other utilities may reflect different levels of service or may not fully recover costs of providing service.

Footnotes:

- [1] Represents average monthly usage level of 3/4" metered reclaimed water customer in the system.
- [2] Reflects energy usage charge of \$0.15 per 1,000 gallons after first 20,000 gallons.

**Figure ES-1: Comparison of Monthly Residential Water Bills
at Usage of 4,000 Gallons**



**Figure ES-2: Comparison of Monthly Residential Wastewater Bills
at Usage of 4,000 Gallons**

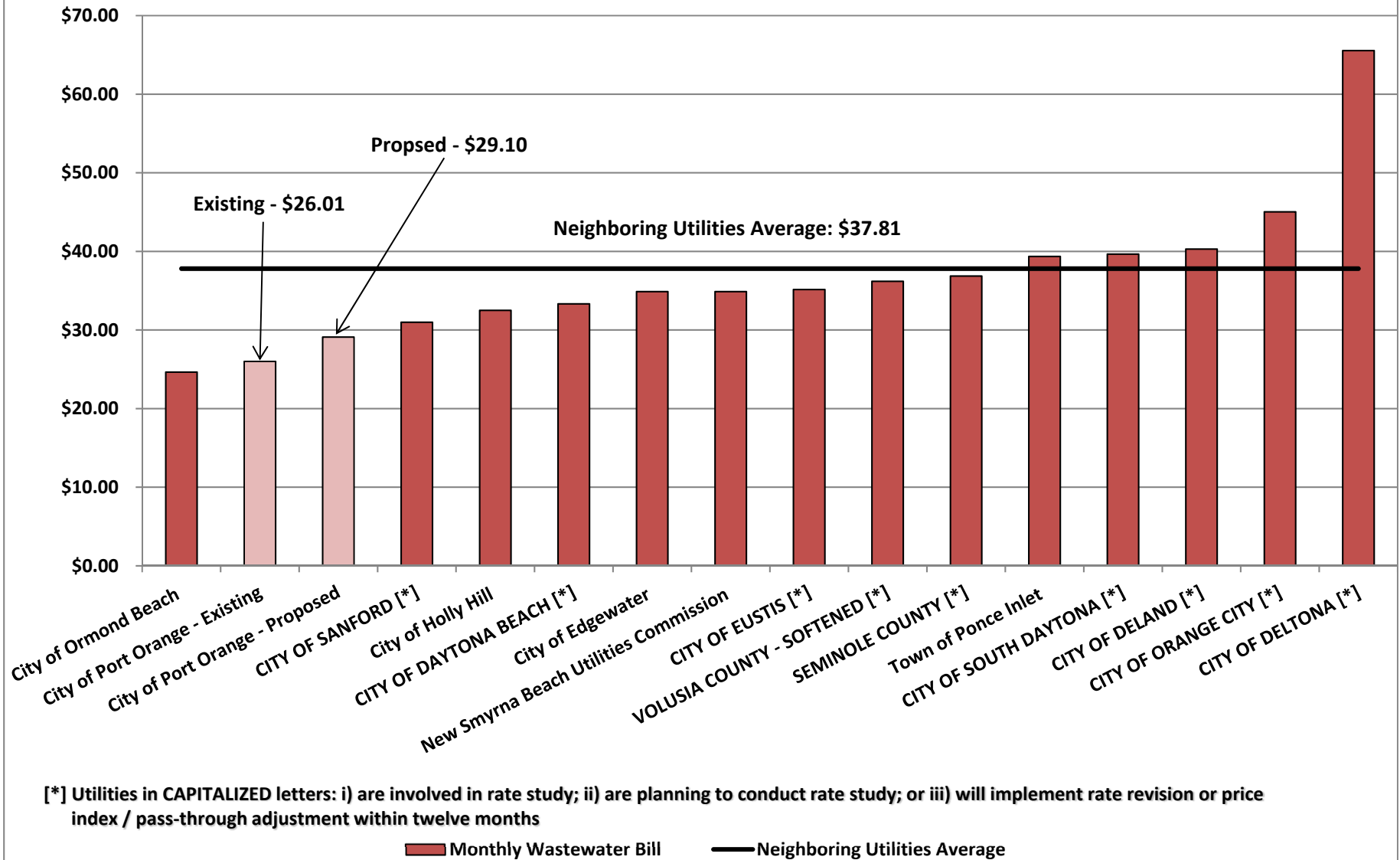
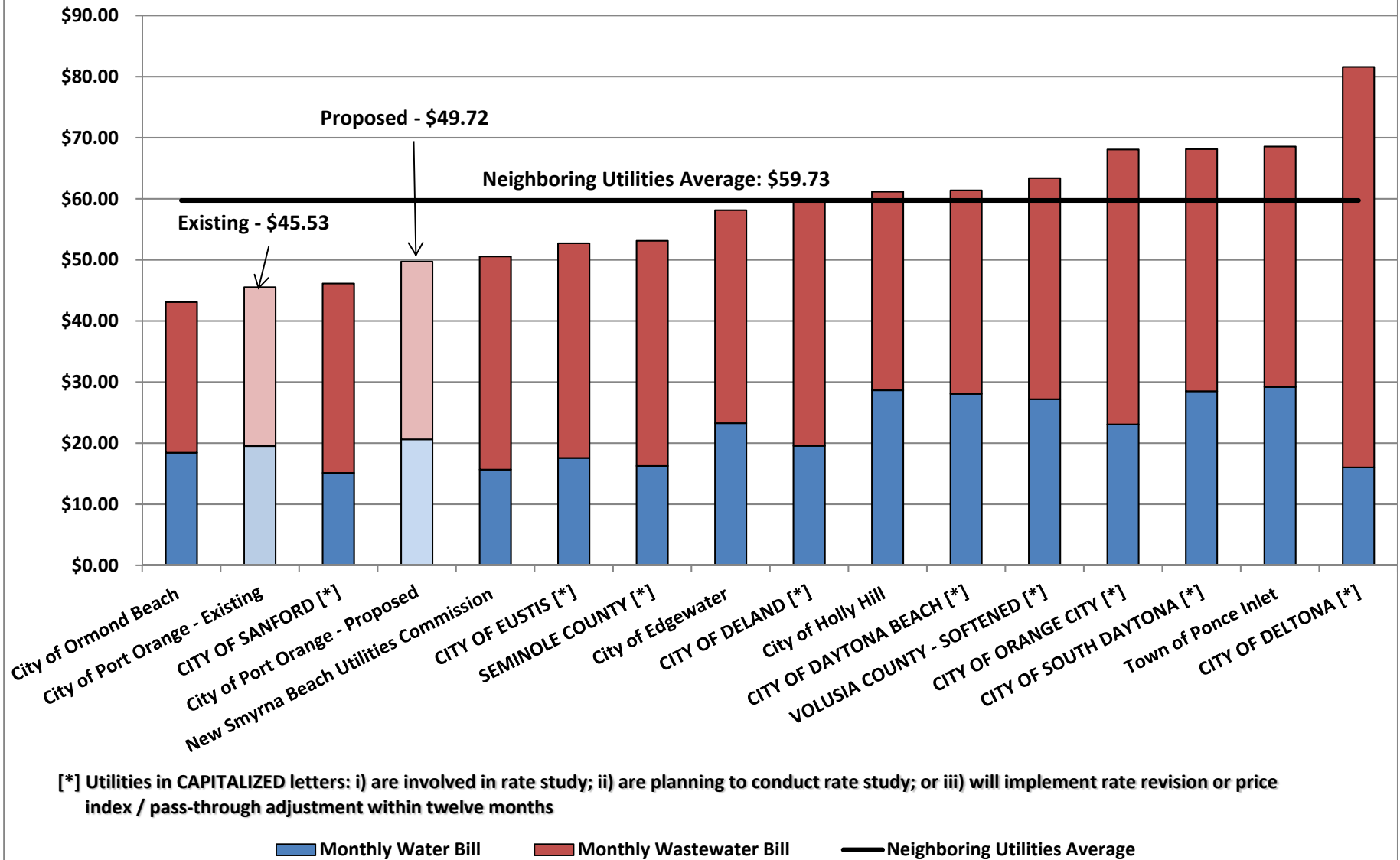


Figure ES-3: Comparison of Monthly Residential Combined Water and Wastewater Bills at Usage of 4,000 Gallons



**Figure ES-4: Comparison of Monthly Residential Reclaimed Water Bills
at Usage of 12,000 Gallons**

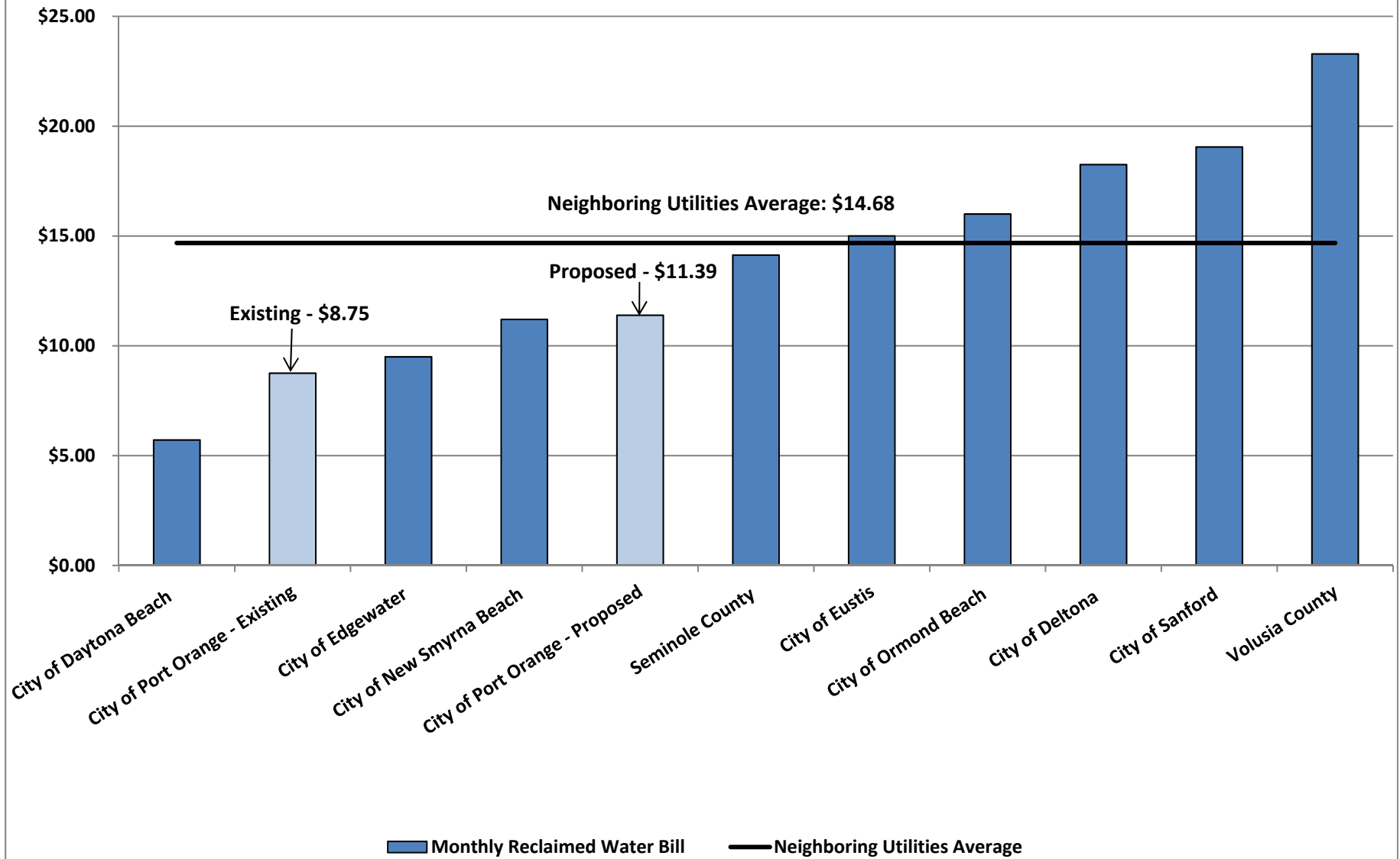


Table ES-8
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Water User Rates

Monthly Water Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	12.86	12.86	0.00	0.0%	47.29%
4,000	19.52	20.62	1.10	5.6%	76.12%
6,000	26.58	28.38	1.80	6.8%	89.15%
8,000	34.24	36.14	1.90	5.5%	94.47%
15,000	67.35	71.76	4.41	6.5%	98.57%
20,000	92.50	113.30	20.80	22.5%	99.09%

Monthly Water Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	15.86	16.32	0.46	2.9%	47.58%
4,000	21.82	22.74	0.92	4.2%	85.72%
6,000	27.78	29.16	1.38	5.0%	93.97%
8,000	33.74	35.58	1.84	5.5%	95.48%
15,000	54.60	58.05	3.45	6.3%	96.61%
20,000	69.50	74.10	4.60	6.6%	97.15%

Monthly Water Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	12.86	16.32	3.46	26.9%	27.53%
4,000	19.52	22.74	3.22	16.5%	43.36%
6,000	26.58	29.16	2.58	9.7%	53.94%
8,000	34.24	35.58	1.34	3.9%	61.22%
15,000	67.35	58.05	(9.30)	-13.8%	74.99%
20,000	92.50	74.10	(18.40)	-19.9%	80.12%

Table ES-8
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Water User Rates

Monthly Water Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$19.80	\$16.50	(\$3.30)	-16.7%	
7,000	40.31	38.97	(1.34)	-3.3%	42.60%
14,000	72.22	61.44	(10.78)	-14.9%	60.69%
20,000	102.40	80.70	(21.70)	-21.2%	69.67%
27,000	137.61	103.17	(34.44)	-25.0%	76.56%
50,000	253.30	177.00	(76.30)	-30.1%	88.43%
67,000	338.81	231.57	(107.24)	-31.7%	92.33%

Monthly Water Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$39.60	\$52.80	\$13.20	33.3%	
11,000	76.93	88.11	11.18	14.5%	20.84%
22,000	132.26	123.42	(8.84)	-6.7%	34.94%
32,000	182.56	155.52	(27.04)	-14.8%	45.46%
43,000	237.89	190.83	(47.06)	-19.8%	55.09%
80,000	424.00	309.60	(114.40)	-27.0%	77.66%
107,000	555.36	396.27	(159.09)	-28.6%	85.41%

Table ES-9
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Wastewater User Rates

Monthly Wastewater Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	47.29%
4,000	26.01	29.10	3.09	11.9%	76.12%
6,000	37.55	37.80	0.25	0.7%	89.15%
8,000	49.09	46.50	(2.59)	-5.3%	94.47%
15,000	89.48	63.90	(25.58)	-28.6%	98.57%
20,000	118.33	63.90	(54.43)	-46.0%	99.09%

Monthly Wastewater Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	47.58%
4,000	26.01	29.10	3.09	11.9%	85.72%
6,000	37.55	37.80	0.25	0.7%	93.97%
8,000	49.09	46.50	(2.59)	-5.3%	95.48%
15,000	89.48	76.95	(12.53)	-14.0%	96.61%
20,000	118.33	98.70	(19.63)	-16.6%	97.15%

Monthly Wastewater Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	27.53%
4,000	26.01	29.10	3.09	11.9%	43.36%
6,000	37.55	37.80	0.25	0.7%	53.94%
8,000	49.09	46.50	(2.59)	-5.3%	61.22%
15,000	89.48	76.95	(12.53)	-14.0%	74.99%
20,000	118.33	98.70	(19.63)	-16.6%	80.12%

Table ES-9
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Wastewater User Rates

Monthly Wastewater Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$23.40	\$19.50	(\$3.90)	-16.7%	
7,000	47.25	49.95	2.70	5.7%	42.60%
14,000	86.64	80.40	(6.24)	-7.2%	60.69%
20,000	121.26	106.50	(14.76)	-12.2%	69.67%
27,000	161.65	136.95	(24.70)	-15.3%	76.56%
50,000	294.36	237.00	(57.36)	-19.5%	88.43%
67,000	392.45	310.95	(81.50)	-20.8%	92.33%

Monthly Wastewater Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$46.80	\$62.40	\$15.60	33.3%	
11,000	80.19	110.25	30.06	37.5%	20.84%
22,000	138.66	158.10	19.44	14.0%	34.94%
32,000	196.36	201.60	5.24	2.7%	45.46%
43,000	259.83	249.45	(10.38)	-4.0%	55.09%
80,000	473.32	410.40	(62.92)	-13.3%	77.66%
107,000	629.11	527.85	(101.26)	-16.1%	85.41%

Table ES-10
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Combined Water and Wastewater User Rates

Monthly Combined Water and Wastewater Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	29.33	33.26	3.93	13.4%	47.29%
4,000	45.53	49.72	4.19	9.2%	76.12%
6,000	64.13	66.18	2.05	3.2%	89.15%
8,000	83.33	82.64	(0.69)	-0.8%	94.47%
15,000	156.83	135.66	(21.17)	-13.5%	98.57%
20,000	210.83	177.20	(33.63)	-16.0%	99.09%

Monthly Combined Water and Wastewater Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	32.33	36.72	4.39	13.6%	47.58%
4,000	47.83	51.84	4.01	8.4%	85.72%
6,000	65.33	66.96	1.63	2.5%	93.97%
8,000	82.83	82.08	(0.75)	-0.9%	95.48%
15,000	144.08	135.00	(9.08)	-6.3%	96.61%
20,000	187.83	172.80	(15.03)	-8.0%	97.15%

Monthly Combined Water and Wastewater Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	29.33	36.72	7.39	25.2%	27.53%
4,000	45.53	51.84	6.31	13.9%	43.36%
6,000	64.13	66.96	2.83	4.4%	53.94%
8,000	83.33	82.08	(1.25)	-1.5%	61.22%
15,000	156.83	135.00	(21.83)	-13.9%	74.99%
20,000	210.83	172.80	(38.03)	-18.0%	80.12%

Table ES-10
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Combined Water and Wastewater User Rates

Monthly Combined Water and Wastewater Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$43.20	\$36.00	(\$7.20)	-16.7%	
7,000	87.56	88.92	1.36	1.6%	42.60%
14,000	158.86	141.84	(17.02)	-10.7%	60.69%
20,000	223.66	187.20	(36.46)	-16.3%	69.67%
27,000	299.26	240.12	(59.14)	-19.8%	76.56%
50,000	547.66	414.00	(133.66)	-24.4%	88.43%
67,000	731.26	542.52	(188.74)	-25.8%	92.33%

Monthly Combined Water and Wastewater Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$86.40	\$115.20	\$28.80	33.3%	
11,000	157.12	198.36	41.24	26.2%	20.84%
22,000	270.92	281.52	10.60	3.9%	34.94%
32,000	378.92	357.12	(21.80)	-5.8%	45.46%
43,000	497.72	440.28	(57.44)	-11.5%	55.09%
80,000	897.32	720.00	(177.32)	-19.8%	77.66%
107,000	1,184.47	924.12	(260.35)	-22.0%	85.41%

Table ES-11
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Reclaimed Water User Rates

Monthly Reclaimed Water Bill
3/4" Meter

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$8.75	\$8.75	\$0.00	0.0%	
5,000	8.75	9.85	1.10	12.6%	29.29%
10,000	8.75	10.95	2.20	25.1%	50.37%
12,000	8.75	11.39	2.64	30.2%	56.93%
15,000	8.75	12.56	3.81	43.5%	65.23%
20,000	8.75	14.61	5.86	67.0%	75.68%
25,000	11.25	16.81	5.56	49.4%	82.80%

Monthly Reclaimed Water Bill
2" Meter

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$56.95	\$46.67	(\$10.28)	-18.1%	
27,000	56.95	52.61	(4.34)	-7.6%	21.09%
53,000	56.95	64.27	7.32	12.9%	36.57%
64,000	56.95	78.35	21.40	37.6%	42.91%
80,000	56.95	66.99	10.04	17.6%	51.68%
106,000	56.95	77.63	20.68	36.3%	64.78%
133,000	60.95	89.51	28.56	46.9%	74.51%

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Connection Charges for Potable Water and Reclaimed Service</u>			
<u>Potable Meters - Inside the City Limits:</u>			
1	3/4"	\$415.00	\$605.00
2	1"	670.00	825.00
3	1-1/2"	N/A	980.00
4	2"	1,905.00	1,905.00
5	3" or Larger [1]	425.00 + actual material and labor	425.00 + actual material and labor
<u>Reclaimed / Irrigation Meters - Inside the City Limits:</u>			
6	3/4"	\$430.00	\$605.00
7	1"	735.00	825.00
8	1-1/2"	N/A	980.00
9	2"	1,535.00	1,535.00
<u>Potable Meters - Outside the City Limits:</u>			
11	3/4"	\$540.00	\$755.00
12	1"	875.00	1,030.00
13	1-1/2"	N/A	1,225.00
14	2"	2,480.00	2,380.00
15	3" or Larger [1]	555.00	530.00
If a pressure main tap is required to complete the connection, the pressure main tapping charge set forth in the section on "Tapping Charges" shall be added to the charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.			
<u>Connection Charges for Sewer Service</u>			
16	If connected at time of construction and is developer installed	\$0.00	\$0.00
17	If new connection after construction or if City pays for connection concurrent with a line extension then the greater of actual costs or	\$1,400.00	\$1,400.00
<u>Minimum Customer Deposits</u>			
<u>Primary Meters - Owner of Property</u>			
18	3/4"	\$100.00	\$100.00
19	1"	200.00	200.00
20	1 1/2"	300.00	300.00
21	2"	760.00	760.00
22	3"	1,050.00	1,050.00
23	4"	1,400.00	1,400.00
24	6"	3,500.00	3,500.00
25	8"	4,200.00	4,200.00
26	10"	6,000.00	6,000.00
<u>Primary Meters - Tenant</u>			
27	3/4"	\$175.00	\$175.00
28	1"	350.00	350.00
29	1 1/2"	525.00	525.00
30	2"	1,330.00	1,330.00
31	3"	1,838.00	1,838.00
32	4"	2,450.00	2,450.00
33	6"	6,125.00	6,125.00
34	8"	7,350.00	7,350.00
35	10"	10,500.00	10,500.00

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Additional Meters - Owner Occupied Reclaimed Meter</u>			
36	3/4"	\$35.00	\$35.00
37	1"	70.00	70.00
38	1 1/2"	105.00	105.00
39	2"	140.00	266.00
40	3"	350.00	367.50
41	4"	455.00	490.00
<u>Additional Meters - Tenant Reclaimed or Potable Meter</u>			
42	3/4"	\$80.00	\$80.00
43	1"	160.00	160.00
44	1 1/2"	240.00	240.00
45	2"	320.00	608.00
46	3"	800.00	840.00
47	4"	1,040.00	1,120.00
<u>Multiple Property Ownership (Shared Deposit)</u>			
48	Three (3) Meters or Less	\$100.00	\$100.00
49	Four (4) Meters or More	\$100 plus \$35 for each additional over (3)	100 plus \$35 for each additional over (3)
50	Customers with Prior Disconnects or Historical Delinquent Accounts on Credit Report	Between 1-3 Months of Average Bill	3x Average Monthly Bill
<u>Portable Water Meter Deposits / Charges</u>			
51	Portable Truck Mounted Meters [2]	\$760.00	Actual Cost of Meter [3]
52	Cart Mounted Meter with Backflow Device [4]	\$1,440 plus \$25 per month processing fee	\$1,500 plus \$25 per month processing fee [5]
<u>Account Service Charges</u>			
53	Turn On / Reconnect Fee - Regular Hours	\$35.00	\$40.00
54	Turn On / Reconnect Fee - Same Day	70.00	80.00
55	Tampering Fee	3x Estimated dollar amount of service plus \$70.00	3x Estimated dollar amount of service plus \$105.00
<u>Extraordinary Service Call Charges</u>			
56	Regular Hours	\$35.00	\$40.00
57	After Hours	70.00	105.00
58	Rental Property - Landlord Shutoff	35.00	40.00
<u>Meter Test Charges</u>			
59	Bench Test (If meter is greater than 2.5% inaccurate then no charge)	\$35.00	\$105.00
60	Meter Check (If meter is greater than 2.5% inaccurate then no charge)	10.00	20.00
<u>Swimming Pool Service Charges</u>			
61	If meter read visit from City prior to filling is required	\$35.00	\$40.00
62	If letter is provided from pool contractor or alternative reasonable process	0.00	0.00
<u>Backflow Inspection / Testing Charge</u>			
63	Monthly Charge for Inspection and Testing	\$1.70	\$2.92

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Minimum Tapping Charges</u>			
<u>Pressure Main Tap Size</u>			
64	1"	\$300.00	\$300.00
65	2"	310.00	340.00
66	4"	365.00	560.00
67	6"	415.00	560.00
68	8"	470.00	560.00
69	10"	520.00	615.00
70	12"	570.00	670.00
<u>Sewer Manhole Coring</u>			
71	1"	N/A	N/A
72	2"	N/A	N/A
73	4"	\$780.00	\$780.00
74	6"	780.00	780.00
75	8"	780.00	780.00
76	10"	990.00	990.00
77	12"	1,195.00	1,195.00
<u>Monthly Fire Hydrant Maintenance Charges</u>			
78	Inside the City	\$7.50	\$9.00
79	Outside the City	8.35	11.25
<u>Fire Sprinkler System Charges</u>			
<u>Single Family Residential, Multi Family Residential and Apartments - Metered</u>			
80	Less than or Equal to 2"	See Residential Water Rates	See Residential Water Rates
81	Greater than 2"	See Residential Water Rates	See Residential Water Rates
<u>Motel, Hotel, Commercial and Industrial - Metered</u>			
82	All Sizes	See Commercial Water Rates	See Commercial Water Rates
<u>New Fire Sprinkler Service Installations</u>			
83	All Sizes	See Tapping Charges and Connection Fees	See Tapping Charges and Connection Fees
<u>Monthly Charges for Unmetered Fire Sprinkler Systems - Inside</u>			
84	2"	\$2.90	\$4.40
85	3"	4.15	8.25
86	4"	6.25	13.75
87	6"	8.35	27.50
88	8"	16.65	44.00
89	10"	20.85	63.25
90	12"	27.10	118.25
<u>Monthly Charges for Unmetered Fire Sprinkler Systems - Outside</u>			
91	2"	\$4.15	\$5.50
92	3"	6.25	10.31
93	4"	8.35	17.19
94	6"	10.40	34.38
95	8"	20.85	55.00
96	10"	25.00	79.06
97	12"	31.25	147.81

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Collections Process Charges</u>			
98	Administration Fee for Account Sent to Collections	\$35.00	\$40.00
99	Administration Fee for Account with Lien Processing or Satisfaction (Amount Charges is in addition to County processing fee)	\$35.00	\$40.00

Footnotes:

- [1] Amount shown is to be paid in addition to the actual costs of materials and labor utilized by the City.
- [2] Upon return of the meter in good working condition, a refund of the lesser of \$600 or this amount reduced by replacement cost of the damaged meter components.
- [3] Upon return of the meter in good working condition, a refund of the lesser of 85% of cost or this amount reduced by replacement cost of the damaged meter components.
- [4] Upon return of the meter in good working condition, a refund of the lesser of \$1,240 or this amount reduced by replacement cost of the damaged meter components.
- [5] Upon return of the meter in good working condition, a refund of the lesser of \$1,275 or this amount reduced by replacement cost of the damaged meter components.

Table ES-13
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Miscellaneous Service Charge Comparison

Line No.	Utility	Connection Charge [1]	Tap-In Charge [1]	Minimum Deposits Required [2]	Service Initiation Charge (Turn on Charge)	Extraordinary Service Call		Meter Bench Test Charge	Normal Reconnect/ Disconnect Fees	Violation Reconnection Charge		Irrigation Meter Connection Fee [2]	Meter Tampering Charge
						Normal Working Hours	After Hours			Normal Business Hours	After Hours		
1	City of Port Orange - Existing Fees	\$415	\$300	\$100	\$35	\$35	\$70	\$35 if shown to be accurate	\$35	\$35	\$70	\$430	3x Estimated dollar amount of service plus \$70.00
2	City of Port Orange - Proposed Fees	\$605	\$300	\$100	\$40	\$40	\$105	\$105 if shown to be accurate	\$40	\$40	\$105	\$605	3x Estimated dollar amount of service plus \$105.00

Other Comparable Utilities:

3	City of Altamonte Springs	\$150	N/A	\$50	N/A	N/A	N/A	N/A	\$10	\$25	\$25	N/A	N/A
4	City of Apopka	\$238	\$245 short; \$745 long	\$20 W; \$50 S	\$10	\$30 for field visit and for meter reread	N/A	N/A	\$30	\$30 (one free per calendar year)	\$50	N/A	Cost to repair
5	City of Casselberry	\$180	\$220	\$50 W; \$75 S	\$30	N/A	N/A	\$40	\$15	\$40	N/A	\$180	\$200 for 1st occurrence, \$390 thereafter
6	City of DeLand	N/A	\$415	\$170	\$25	N/A	N/A	\$25 if asked for excessively	\$50 Reconnect; \$25 Disconnect	\$50	\$145	N/A	\$200
7	City of Groveland	\$412	N/A	\$75 good credit; \$150 bad credit	\$25	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
8	City of Leesburg	N/A	N/A	Max of \$350 for initial deposit depending on credit score	\$25	\$50 meter reread if original reading was correct	\$55 transfer, connection, reconnection; \$20 after 1st service	\$100	\$25	N/A	N/A	N/A	\$275
9	City of Longwood	N/A	N/A	Ranges between \$50 - \$100 depending on the services provided	\$15	N/A	\$15	N/A	\$30	\$30	N/A	N/A	N/A
10	City of Minneola	N/A	N/A	N/A	\$10 activation, \$50 connection fee	Actual Cost	N/A	N/A	\$50	\$10	\$100	N/A	N/A
11	City of Mount Dora	N/A	\$400	\$40 W; \$75 S	N/A	N/A	N/A	\$5 if meter is correct during regular hours, \$25 after regular hours	\$10 normal hours, \$35 after hours	\$30	\$60	N/A	N/A
12	City of Ocoee	\$500	N/A	\$60 W; \$60 S	NA	N/A	N/A	\$75	\$20; \$75 after hours	N/A	N/A	N/A	N/A

Table ES-13
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Miscellaneous Service Charge Comparison

Line No.	Utility	Connection Charge [1]	Tap-In Charge [1]	Minimum Deposits Required [2]	Service Initiation Charge (Turn on Charge)	Extraordinary Service Call		Meter Bench Test Charge	Normal Reconnect/ Disconnect Fees	Violation Reconnection Charge		Irrigation Meter Connection Fee [2]	Meter Tampering Charge
						Normal Working Hours	After Hours			Normal Business Hours	After Hours		
1	City of Port Orange - Existing Fees	\$415	\$300	\$100	\$35	\$35	\$70	\$35 if shown to be accurate	\$35	\$35	\$70	\$430	3x Estimated dollar amount of service plus \$70.00
2	City of Port Orange - Proposed Fees	\$605	\$300	\$100	\$40	\$40	\$105	\$105 if shown to be accurate	\$40	\$40	\$105	\$605	3x Estimated dollar amount of service plus \$105.00

Other Comparable Utilities:

13	City of Orange City	\$375	N/A	\$100 W; \$150 S	N/A	\$15	N/A	N/A	\$15 plus \$30 turn on with 5 days notice, \$40 less than 5 days	\$15	N/A	N/A	\$100
14	Orange County	N/A	N/A	\$135	\$16 during business hours; \$21 during non-business hours	N/A	N/A	N/A	\$12 normal hours; \$17 after hours	\$9 meter reread	N/A	N/A	\$41
15	City of Oviedo	\$385	N/A	\$50 W, \$100 S	N/A	\$25	N/A	\$25	Connect: \$10 normal hours; \$50 after hours; Disconnect: \$40 after hours	N/A	N/A	Cos of installation plus materials; \$180 minimum	\$200 first violation; \$300 thereafter
16	City of Sanford	\$355	\$475	\$75 or credit based waiver	\$35	N/A	N/A	N/A	\$0 normal hours; \$10 after hours	\$55	\$65	N/A	N/A
17	Seminole County	\$265	\$370	\$32 W; \$75 S	\$30 normal hours; \$35 after hours	N/A	N/A	\$25	\$10 normal hours; \$25 after hours	\$25	\$30	N/A	N/A
18	City of Winter Garden	\$230	\$240	N/A	\$10 initiation; \$15 turn on	\$20 after one time allowance	N/A	\$50	N/A	\$15	\$30	N/A	N/A
19	City of Winter Park	\$719	N/A	\$105	N/A	\$29	N/A	\$29	N/A	\$43	\$86	N/A	\$75
20	City of Winter Springs	\$160	\$350	\$30 W; \$70 S	\$20 application fee	\$40 for inspection	N/A	\$25	N/A	\$20	\$45	N/A	N/A

N/A = Information not available or applicable as of November 2013.

Footnotes:

[1] Amounts shown are for a 5/8" or 3/4" standard residential service.

[2] Amounts shown are for a 5/8" or 3/4" standard residential service and represent Owner deposits, unless otherwise specified.

CUSTOMER STATISTICS AND REVENUE FORECAST



CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

CUSTOMER STATISTICS AND REVENUE FORECAST

GENERAL

A major task in the development of rates for water, wastewater, and reclaimed water service is the development of a forecast of customers and sales. This section provides a discussion of the forecast of customers, equivalent residential units, sales, water production, and wastewater treatment requirements for the System. The forecast of customers also provides the basis for the determination of the revenues derived from the existing rates of the System. This section also summarizes the existing rates for service and provides a summary of the sales revenues anticipated to be generated from the application of the existing rate revenues.

WATER, WASTEWATER, AND RECLAIMED WATER CUSTOMERS

During the Fiscal Year 2013 (the most recently completed fiscal year at the onset of the study), it is estimated that the City's utility service requirements included providing water service to an average of 27,893 water accounts, wastewater service to 24,608 wastewater accounts, and reclaimed water service to 7,139 accounts as shown in Tables CUST-1, CUST-2, and CUST-3, respectively. A summary of the water accounts and meter equivalents of residential and nonresidential customer classes for the Fiscal Year 2013 (the most recently completed Fiscal Year during the preparation of the Study) is shown as follows:

Total Water System Annual Average Monthly Accounts by Class [1]							
Description	Retail Accounts				Total Retail Water	Bulk Water [2]	Total Retail and Bulk Water
	Residential Single Family, Multi-Family and Apartment		Commercial, Hotel, Motel, and Campground				
	Sprinkler /		Sprinkler /				
	Water	Irrigation	Water	Irrigation			
	Service	Service	Service	Service			
Accounts	25,754	859	1,150	126	27,889	4	27,893
Percent	<u>92.33%</u>	<u>3.08%</u>	<u>4.12%</u>	<u>0.45%</u>	<u>99.99%</u>	<u>0.01%</u>	<u>100.00%</u>
Meter Equivalents	28,151	977	4,046	410	33,583	283	33,866
Percent	<u>83.12%</u>	<u>2.89%</u>	<u>11.95%</u>	<u>1.21%</u>	<u>99.16%</u>	<u>0.84%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-1 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk water customers include the City of New Smyrna Beach and the Town of Ponce Inlet.

As can be seen above with respect to the water system, the residential class is the primary class, and non-irrigation residential customers represented over 92% of the total water accounts served during the Fiscal Year 2013. In addition to the number of average annual accounts served, information regarding the estimated meter equivalents by customer class is also presented. A meter equivalent factor of one (1) is representative of the average daily capacity of a single-family residential unit and generally represents the lowest level and the most common level of use. The estimate of the meter equivalents served provides a more accurate representation of the service provided since it attempts to place all customers on an equivalent basis as to capacity

needs. As shown above, non-irrigation residential customers during the Fiscal Year 2013 accounted for almost 83% of the estimated meter equivalents served by the water system.

A summary of similar information for the wastewater customers of residential and nonresidential customer classes for the Fiscal Year 2013 is shown below:

Total Wastewater System Annual Average Monthly Accounts by Class [1]					
Description	Retail Accounts		Total Retail Wastewater	Bulk Wastewater [2]	Retail and Bulk Wastewater
	Residential Single Family, Multi-Family and Apartment	Commercial, Hotel, Motel, and Campground			
Accounts	23,706	899	24,605	3	24,608
Percent	<u>96.33%</u>	<u>3.65%</u>	<u>99.99%</u>	<u>0.01%</u>	<u>100.00%</u>
Meter Equivalents	25,597	2,941	28,537	54	28,591
Percent	<u>89.53%</u>	<u>10.28%</u>	<u>99.81%</u>	<u>0.19%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-2 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk wastewater customers include the City of Daytona Beach Shores and the Spruce Creek Fly-in Airpark.

As can be seen above, the customer and meter equivalent statistics for the wastewater system for customers located within the corporate limits of the City is generally similar to the service relationships as reported above for the water system.

A summary of reclaimed water customers of residential and nonresidential customer classes for the Fiscal Year 2013 is shown below:

Total Reclaimed Water System Annual Average Monthly Accounts by Class [1]			
Description	Residential Single Family, Multi-Family and Apartment	Commercial	Total
Accounts	6,880	259	7,139
Percent	<u>96.37%</u>	<u>3.63%</u>	<u>100.00%</u>
Meter Equivalents	7,070	1,773	8,842
Percent	<u>79.95%</u>	<u>20.05%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-3 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

WATER, WASTEWATER, AND RECLAIMED WATER USAGE PROFILE

A summary of the reported Fiscal Year 2013 water use of residential and nonresidential customer classes is shown in the following table:

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Total Water System Annual Billed Usage by Class [1]

Description	Retail Accounts				Total Retail Water	Bulk Water [2]	Total Retail and Bulk Water
	Residential Single Family, Multi-Family and Apartment		Commercial, Hotel, Motel, and Campground				
	Water Service	Sprinkler / Irrigation Service	Water Service	Sprinkler / Irrigation Service			
Accounts	1,284,933	49,051	284,297	32,463	1,650,744	186,211	1,836,955
Percent	<u>69.95%</u>	<u>2.67%</u>	<u>15.48%</u>	<u>1.77%</u>	<u>89.86%</u>	<u>10.14%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-1 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk water customers include the City of New Smyrna Beach and the Town of Ponce Inlet.

As can be seen above and as expected, the residential customer class accounted for the majority of the billed water sales.

A summary of the billed wastewater flow (commonly referred to as revenue gallons, which are based on metered water flow at the customers premise) for the wastewater system of residential and nonresidential customer classes is shown in the following table:

Total Wastewater System Annual Billed Flow by Class [1]

Description	Retail Accounts		Total Retail Wastewater	Bulk Wastewater [2]	Retail and Bulk Wastewater
	Residential Single Family, Multi-Family and Apartment	Commercial, Hotel, Motel, and Campground			
Billed Flows (kgal)	1,071,286	215,026	1,286,312	388,575	1,674,887
Percent	<u>63.96%</u>	<u>12.84%</u>	<u>76.80%</u>	<u>23.20%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-2 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk wastewater customers include the City of Daytona Beach Shores and the Spruce Creek Fly-in Airpark.

As can be seen above and as expected, the residential customer class accounted for the majority of the billed wastewater flows.

A summary of the reported Fiscal Year 2013 reclaimed water use of residential and nonresidential customer classes is shown in the following table:

Total Reclaimed Water System Annual Billed Usage by Class [1]

Description	Residential Single Family, Multi-Family and Apartment	Commercial	Total
Billed Usage (kgal)	1,052,388	348,607	1,400,995
Percent	<u>75.12%</u>	<u>24.88%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-3 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

RETAIL WATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff, a projection of the customer accounts and corresponding usage statistics for the potable water system was developed. This forecast of the

water system customer accounts, ERCs, and billed sales is shown on Table CUST-1 and is summarized as follows:

Summary of Projected Retail Water Statistics					
Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Retail Water Accounts	Total System Average Annual Retail Water Meter Equivalents	Total Billed Retail Water Sales (000s of gallons)	Average Monthly Water Use per Retail Account (gallons)	Average Monthly Water Use per Retail Meter Equivalent (gallons)
2013 (Actual)	27,889	33,583	1,650,744	4,932	4,096
2014 (Estimated)	27,989	33,683	1,654,843	4,927	4,094
2015	28,089	33,783	1,658,941	4,922	4,092
2016	28,189	33,883	1,663,040	4,916	4,090
2017	28,289	33,983	1,667,138	4,911	4,088
2018	28,389	34,083	1,671,237	4,906	4,086
2019	28,489	34,183	1,675,335	4,900	4,084
Average Annual Projected Growth Rate [2]	<u>0.36%</u>	<u>0.30%</u>	<u>0.25%</u>	<u>-0.11%</u>	<u>-0.05%</u>

[1] Amounts derived from Table CUST-1.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

The projection of water customers, meter equivalents and sales was based on: i) a review of historical trends; ii) the estimated increase in average accounts served for the Forecast Period; iii) discussions with the City staff regarding future development. As can be seen above, the water system is not projected to experience material growth during the Forecast Period due to the lingering effects of the economic downturn and to be generally conservative in the forecast of rate revenues.

Based on recent historical trends in customer growth and water use statistics, discussions with the City staff, and a review of information regarding potential development within the water system service area, it has been assumed that water customers will increase at growth rates that are representative of recent historical trends. Based on data provided by the City, growth is expected to continue to be residential in nature and consistent with the land use requirements of the service area.

RETAIL WASTEWATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff and as previously presented with respect to the water system, the wastewater service area is also beginning to approach a built-out condition, which is indicative of recent growth trends. The projection of wastewater customer (account) statistics was prepared on a consistent basis as that of the water system and is shown on Table CUST-2 at the end of this section. The forecast of the wastewater system customers and billed flow is summarized as follows:

Summary of Projected Retail Wastewater Statistics

Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Retail Wastewater Accounts	Total System Average Annual Retail Wastewater Meter Equivalents	Total Billed Retail Wastewater Revenue Gallons (000s of gallons)	Average Monthly Wastewater Revenue Gallons per Retail Account (gallons)	Average Monthly Wastewater Revenue Gallons per Retail Meter Equivalent (gallons)
2013 (Actual)	24,605	28,537	1,286,312	4,357	3,756
2014 (Estimated)	24,705	28,637	1,290,382	4,353	3,755
2015	24,805	28,737	1,294,452	4,349	3,754
2016	24,905	28,837	1,298,521	4,345	3,752
2017	25,005	28,937	1,302,591	4,341	3,751
2018	25,105	29,037	1,306,661	4,337	3,750
2019	25,205	29,137	1,310,731	4,334	3,749
Average Annual Projected Growth Rate [2]	<u>0.40%</u>	<u>0.35%</u>	<u>0.31%</u>	<u>-0.09%</u>	<u>-0.03%</u>

[1] Amounts derived from Table CUST-2.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

The projections of wastewater customers and sales (billed flow) were based on: i) a review of historical trends; ii) the estimated increase in average accounts served for the Forecast Period; and iii) discussions with the City staff about future development. It is anticipated that the growth for the wastewater system will follow the same general trends as the anticipated growth for the water system as previously discussed.

With respect to the billed wastewater flow, such amounts are based on the metered water consumption at a customer's premise. Furthermore, it was assumed that the billed wastewater flow for the Forecast Period would continue to follow the same general trends that are projected for the water system; reflecting minimal growth due to increased conservation measures and other factors.

With respect to the customer growth and usage projections recognized in this report, the increase in average annual customers and wastewater sales has been projected to increase at a compound growth rate of approximately 0.4% during the Forecast Period. As with the water system, this has been based on data provided by the City staff regarding historical trends and building activity anticipated for the wastewater system and is generally consistent with the forecast trends projected for the inside-the-City water system service area. Based on data provided by the City, growth is expected to continue to be residential in nature and consistent with the land use requirements of the service area.

RECLAIMED WATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff regarding reclaimed water system, a projection of the customer accounts and corresponding usage statistics for the reclaimed water system was developed. This forecast of the customer accounts and sales is shown on Table 2-3 and is summarized as follows:

Summary of Projected Reclaimed Water Statistics					
Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Reclaimed Water Accounts	Total System Average Annual Reclaimed Water Meter Equivalents	Total Billed Reclaimed Water Sales (000s of gallons)	Average Monthly Reclaimed Water Use per Account (gallons)	Average Monthly Reclaimed Water Use per Meter Equivalent (gallons)
2013 (Actual)	7,139	8,842	1,400,995	16,354	13,204
2014 (Estimated)	7,139	8,842	1,400,995	16,354	13,204
2015	7,139	8,842	1,400,995	16,354	13,204
2016	7,139	8,842	1,400,995	16,354	13,204
2017	7,139	8,842	1,400,995	16,354	13,204
2018	7,139	8,842	1,400,995	16,354	13,204
2019	7,139	8,842	1,400,995	16,354	13,204
Average Annual Projected Growth Rate [2]	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>

[1] Amounts derived from Table CUST-3.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

As can be seen above, reclaimed water accounts and sales are projected to remain constant over the Forecast Period due, in part, to the lingering effects of the economic downturn and to be generally conservative in the forecast of rate revenues.

PROJECTED RETAIL USER RATE REVENUES UNDER EXISTING RATES

The forecast of the retail user rate revenues under existing rates was based on: i) the forecast of System accounts and corresponding water, wastewater and reclaimed consumption as shown on Tables CUST-1, CUST-2, and CUST-3 for the water, wastewater, and reclaimed water systems, respectively; and ii) the existing rates for monthly water, wastewater, and reclaimed water service as adopted by the City. Based on the assumptions for the customer forecast and recognizing the rates currently in effect, the following estimates in retail rate revenue were assumed for the purposes of this report:

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Summary of Projected Retail User Rate Revenues Under Existing Rates

Fiscal Year Ending September 30, (Projected)	Water System	Wastewater System	Reclaimed Water System	Total System
2013 (Actual)	\$10,054,433	\$9,329,049	\$1,213,600	\$20,597,082
2014 (Estimated)	10,076,881	9,358,473	1,213,600	20,648,954
2015	10,099,328	9,387,898	1,213,600	20,700,826
2016	10,121,775	9,417,322	1,213,600	20,752,698
2017	10,144,223	9,446,747	1,213,600	20,804,569
2018	10,166,670	9,476,171	1,213,600	20,856,441
2019	10,189,117	9,505,596	1,213,600	20,908,313
Average Annual Projected Growth Rate [1]	<u>0.22%</u>	<u>0.31%</u>	<u>0.00%</u>	<u>0.25%</u>

[1] Compound growth rate calculated from actual Fiscal Year 2013 results.

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Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	2014	2015	Projected Fiscal Year Ending September 30, 2016	2017	2018	2019
<u>WATER</u>								
<u>Residential Water</u>								
<u>Inside the City</u>								
1	Average Units	23,367	23,467	23,567	23,667	23,767	23,867	23,967
2	Account Growth	N/A	100	100	100	100	100	100
3	Average Accounts	23,367	23,467	23,567	23,667	23,767	23,867	23,967
4	Meter Equivalents	23,568	23,668	23,768	23,868	23,968	24,068	24,168
5	Consumption (000s Gallons)	958,554	962,653	966,751	970,850	974,948	979,047	983,145
6	Average Usage per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
7	Average Usage per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
8	Average Usage per Meter Equivalent (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
<u>Outside the City</u>								
9	Average Units	1,989	1,989	1,989	1,989	1,989	1,989	1,989
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	1,989	1,989	1,989	1,989	1,989	1,989	1,989
12	Meter Equivalents	2,112	2,112	2,112	2,112	2,112	2,112	2,112
13	Consumption (000s Gallons)	71,307	71,307	71,307	71,307	71,307	71,307	71,307
14	Average Usage per Account (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
15	Average Usage per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
16	Average Usage per Meter Equivalent (000s Gallons)	2.8	2.8	2.8	2.8	2.8	2.8	2.8
Total Residential								
17	Average Accounts	25,356	25,456	25,556	25,656	25,756	25,856	25,956
18	Average Units	25,356	25,456	25,556	25,656	25,756	25,856	25,956
19	Meter Equivalents	25,680	25,780	25,880	25,980	26,080	26,180	26,280
20	Consumption (000s Gallons)	1,029,861	1,033,960	1,038,058	1,042,157	1,046,255	1,050,354	1,054,452
21	Average Usage per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
22	Average Usage per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
23	Average Usage per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Residential Multifamily Water</u>								
<u>Inside the City</u>								
24	Average Units	1,065	1,065	1,065	1,065	1,065	1,065	1,065
25	Account Growth	N/A	0	0	0	0	0	0
26	Average Accounts	111	111	111	111	111	111	111
27	Meter Equivalents	500	500	500	500	500	500	500
28	Consumption (000s Gallons)	42,307	42,307	42,307	42,307	42,307	42,307	42,307
29	Average Usage per Account (000s Gallons)	31.8	31.8	31.8	31.8	31.8	31.8	31.8
30	Average Usage per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
31	Average Usage per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Outside the City</u>								
32	Average Units	2,686	2,686	2,686	2,686	2,686	2,686	2,686
33	Account Growth	N/A	0	0	0	0	0	0
34	Average Accounts	54	54	54	54	54	54	54
35	Meter Equivalents	557	557	557	557	557	557	557
36	Consumption (000s Gallons)	76,704	76,704	76,704	76,704	76,704	76,704	76,704
37	Average Usage per Account (000s Gallons)	118.4	118.4	118.4	118.4	118.4	118.4	118.4
38	Average Usage per Unit (000s Gallons)	2.4	2.4	2.4	2.4	2.4	2.4	2.4
39	Average Usage per Meter Equivalent (000s Gallons)	11.5	11.5	11.5	11.5	11.5	11.5	11.5
Total Residential Multifamily								
40	Average Accounts	165	165	165	165	165	165	165
41	Average Units	3,751	3,751	3,751	3,751	3,751	3,751	3,751
42	Meter Equivalents	1,056	1,056	1,056	1,056	1,056	1,056	1,056
43	Consumption (000s Gallons)	119,011	119,011	119,011	119,011	119,011	119,011	119,011
44	Average Usage per Account (000s Gallons)	60.1	60.1	60.1	60.1	60.1	60.1	60.1
45	Average Usage per Unit (000s Gallons)	2.6	2.6	2.6	2.6	2.6	2.6	2.6
46	Average Usage per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Apartment Water</u>								
<u>Inside the City</u>								
47	Average Units	2,403	2,403	2,403	2,403	2,403	2,403	2,403
48	Account Growth	N/A	0	0	0	0	0	0
49	Average Accounts	180	180	180	180	180	180	180
50	Meter Equivalents	982	982	982	982	982	982	982
51	Consumption (000s Gallons)	89,329	89,329	89,329	89,329	89,329	89,329	89,329
52	Average Usage per Account (000s Gallons)	41.4	41.4	41.4	41.4	41.4	41.4	41.4
53	Average Usage per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
54	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
<u>Outside the City</u>								
55	Average Units	1,379	1,379	1,379	1,379	1,379	1,379	1,379
56	Account Growth	N/A	0	0	0	0	0	0
57	Average Accounts	53	53	53	53	53	53	53
58	Meter Equivalents	433	433	433	433	433	433	433
59	Consumption (000s Gallons)	46,732	46,732	46,732	46,732	46,732	46,732	46,732
60	Average Usage per Account (000s Gallons)	73.5	73.5	73.5	73.5	73.5	73.5	73.5
61	Average Usage per Unit (000s Gallons)	2.8	2.8	2.8	2.8	2.8	2.8	2.8
62	Average Usage per Meter Equivalent (000s Gallons)	9.0	9.0	9.0	9.0	9.0	9.0	9.0
Total Apartments								
63	Average Accounts	233	233	233	233	233	233	233
64	Average Units	3,782	3,782	3,782	3,782	3,782	3,782	3,782
65	Meter Equivalents	1,415	1,415	1,415	1,415	1,415	1,415	1,415
66	Consumption (000s Gallons)	136,061	136,061	136,061	136,061	136,061	136,061	136,061
67	Average Usage per Account (000s Gallons)	48.7	48.7	48.7	48.7	48.7	48.7	48.7
68	Average Usage per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
69	Average Usage per Meter Equivalent (000s Gallons)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
<u>Commercial Water</u>								
<u>Inside the City</u>								
70	Average Units	970	970	970	970	970	970	970
71	Account Growth	N/A	0	0	0	0	0	0
72	Average Accounts	970	970	970	970	970	970	970
73	Meter Equivalents	2,954	2,954	2,954	2,954	2,954	2,954	2,954
74	Consumption (000s Gallons)	158,352	158,352	158,352	158,352	158,352	158,352	158,352
75	Average Usage per Account (000s Gallons)	13.6	13.6	13.6	13.6	13.6	13.6	13.6
76	Average Usage per Unit (000s Gallons)	13.6	13.6	13.6	13.6	13.6	13.6	13.6
77	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
<u>Outside the City</u>								
78	Average Units	123	123	123	123	123	123	123
79	Account Growth	N/A	0	0	0	0	0	0
80	Average Accounts	123	123	123	123	123	123	123
81	Meter Equivalents	369	369	369	369	369	369	369
82	Consumption (000s Gallons)	21,314	21,314	21,314	21,314	21,314	21,314	21,314
83	Average Usage per Account (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
84	Average Usage per Unit (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
85	Average Usage per Meter Equivalent (000s Gallons)	4.8	4.8	4.8	4.8	4.8	4.8	4.8
Total Commercial								
86	Average Accounts	1,093	1,093	1,093	1,093	1,093	1,093	1,093
87	Average Units	1,093	1,093	1,093	1,093	1,093	1,093	1,093
88	Meter Equivalents	3,323	3,323	3,323	3,323	3,323	3,323	3,323
89	Consumption (000s Gallons)	179,666	179,666	179,666	179,666	179,666	179,666	179,666
90	Average Usage per Account (000s Gallons)	13.7	13.7	13.7	13.7	13.7	13.7	13.7
91	Average Usage per Unit (000s Gallons)	13.7	13.7	13.7	13.7	13.7	13.7	13.7
92	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Commercial Bulk Water</u>								
<u>Outside the City</u>								
93	Average Units	4	4	4	4	4	4	4
94	Account Growth	N/A	0	0	0	0	0	0
95	Average Accounts	4	4	4	4	4	4	4
96	Meter Equivalents	283	283	283	283	283	283	283
97	Consumption (000s Gallons)	186,211	186,211	186,211	186,211	186,211	186,211	186,211
98	Average Usage per Account (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
99	Average Usage per Unit (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
100	Average Usage per Meter Equivalent (000s Gallons)	54.8	54.8	54.8	54.8	54.8	54.8	54.8
Total Commercial Bulk								
101	Average Accounts	4	4	4	4	4	4	4
102	Average Units	4	4	4	4	4	4	4
103	Meter Equivalents	283	283	283	283	283	283	283
104	Consumption (000s Gallons)	186,211	186,211	186,211	186,211	186,211	186,211	186,211
105	Average Usage per Account (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
106	Average Usage per Unit (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
107	Average Usage per Meter Equivalent (000s Gallons)	54.8	54.8	54.8	54.8	54.8	54.8	54.8
<u>Hotel Water</u>								
<u>Inside the City</u>								
108	Average Units	4	4	4	4	4	4	4
109	Account Growth	N/A	0	0	0	0	0	0
110	Average Accounts	4	4	4	4	4	4	4
111	Meter Equivalents	11	11	11	11	11	11	11
112	Consumption (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
113	Average Usage per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
114	Average Usage per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
115	Average Usage per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Outside the City</u>								
116	Average Units	35	35	35	35	35	35	35
117	Account Growth	N/A	0	0	0	0	0	0
118	Average Accounts	35	35	35	35	35	35	35
119	Meter Equivalents	346	346	346	346	346	346	346
120	Consumption (000s Gallons)	41,554	41,554	41,554	41,554	41,554	41,554	41,554
121	Average Usage per Account (000s Gallons)	98.9	98.9	98.9	98.9	98.9	98.9	98.9
122	Average Usage per Unit (000s Gallons)	98.9	98.9	98.9	98.9	98.9	98.9	98.9
123	Average Usage per Meter Equivalent (000s Gallons)	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Hotel								
124	Average Accounts	39	39	39	39	39	39	39
125	Average Units	39	39	39	39	39	39	39
126	Meter Equivalents	357	357	357	357	357	357	357
127	Consumption (000s Gallons)	42,800	42,800	42,800	42,800	42,800	42,800	42,800
128	Average Usage per Account (000s Gallons)	91.5	91.5	91.5	91.5	91.5	91.5	91.5
129	Average Usage per Unit (000s Gallons)	91.5	91.5	91.5	91.5	91.5	91.5	91.5
130	Average Usage per Meter Equivalent (000s Gallons)	10.0	10.0	10.0	10.0	10.0	10.0	10.0

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Campgrounds Water</u>								
<u>Inside the City</u>								
131	Average Units	2,301	2,301	2,301	2,301	2,301	2,301	2,301
132	Account Growth	N/A	0	0	0	0	0	0
133	Average Accounts	17	17	17	17	17	17	17
134	Meter Equivalents	358	358	358	358	358	358	358
135	Consumption (000s Gallons)	61,679	61,679	61,679	61,679	61,679	61,679	61,679
136	Average Usage per Account (000s Gallons)	302.3	302.3	302.3	302.3	302.3	302.3	302.3
137	Average Usage per Unit (000s Gallons)	2.2	2.2	2.2	2.2	2.2	2.2	2.2
138	Average Usage per Meter Equivalent (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
<u>Outside the City</u>								
139	Average Units	8	8	8	8	8	8	8
140	Account Growth	N/A	0	0	0	0	0	0
141	Average Accounts	1	1	1	1	1	1	1
142	Meter Equivalents	8	8	8	8	8	8	8
143	Consumption (000s Gallons)	152	152	152	152	152	152	152
144	Average Usage per Account (000s Gallons)	12.7	12.7	12.7	12.7	12.7	12.7	12.7
145	Average Usage per Unit (000s Gallons)	1.6	1.6	1.6	1.6	1.6	1.6	1.6
146	Average Usage per Meter Equivalent (000s Gallons)	1.6	1.6	1.6	1.6	1.6	1.6	1.6
Total Campgrounds								
147	Average Accounts	18	18	18	18	18	18	18
148	Average Units	2,309	2,309	2,309	2,309	2,309	2,309	2,309
149	Meter Equivalents	366	366	366	366	366	366	366
150	Consumption (000s Gallons)	61,831	61,831	61,831	61,831	61,831	61,831	61,831
151	Average Usage per Account (000s Gallons)	286.3	286.3	286.3	286.3	286.3	286.3	286.3
152	Average Usage per Unit (000s Gallons)	2.2	2.2	2.2	2.2	2.2	2.2	2.2
153	Average Usage per Meter Equivalent (000s Gallons)	14.1	14.1	14.1	14.1	14.1	14.1	14.1
<u>SPRINKLER</u>								
<u>Residential Sprinkler</u>								
<u>Inside the City</u>								
154	Average Units	828	828	828	828	828	828	828
155	Account Growth	N/A	0	0	0	0	0	0
156	Average Accounts	828	828	828	828	828	828	828
157	Meter Equivalents	851	851	851	851	851	851	851
158	Consumption (000s Gallons)	38,223	38,223	38,223	38,223	38,223	38,223	38,223
159	Average Usage per Account (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
160	Average Usage per Unit (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
161	Average Usage per Meter Equivalent (000s Gallons)	3.7	3.7	3.7	3.7	3.7	3.7	3.7
<u>Outside the City</u>								
162	Average Units	13	13	13	13	13	13	13
163	Account Growth	N/A	0	0	0	0	0	0
164	Average Accounts	13	13	13	13	13	13	13
165	Meter Equivalents	26	26	26	26	26	26	26
166	Consumption (000s Gallons)	1,427	1,427	1,427	1,427	1,427	1,427	1,427
167	Average Usage per Account (000s Gallons)	9.1	9.1	9.1	9.1	9.1	9.1	9.1
168	Average Usage per Unit (000s Gallons)	9.1	9.1	9.1	9.1	9.1	9.1	9.1
169	Average Usage per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	2014	2015	2016	2017	2018	2019
Projected Fiscal Year Ending September 30,								
Total Residential								
170	Average Accounts	841	841	841	841	841	841	841
171	Average Units	841	841	841	841	841	841	841
172	Meter Equivalents	877	877	877	877	877	877	877
173	Consumption (000s Gallons)	39,650	39,650	39,650	39,650	39,650	39,650	39,650
174	Average Usage per Account (000s Gallons)	3.9	3.9	3.9	3.9	3.9	3.9	3.9
175	Average Usage per Unit (000s Gallons)	3.9	3.9	3.9	3.9	3.9	3.9	3.9
176	Average Usage per Meter Equivalent (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
Residential Multifamily Sprinkler								
Outside the City								
177	Average Units	15	15	15	15	15	15	15
178	Account Growth	N/A	0	0	0	0	0	0
179	Average Accounts	15	15	15	15	15	15	15
180	Meter Equivalents	85	85	85	85	85	85	85
181	Consumption (000s Gallons)	7,981	7,981	7,981	7,981	7,981	7,981	7,981
182	Average Usage per Account (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
183	Average Usage per Unit (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
184	Average Usage per Meter Equivalent (000s Gallons)	7.8	7.8	7.8	7.8	7.8	7.8	7.8
Total Residential Multifamily								
185	Average Accounts	15	15	15	15	15	15	15
186	Average Units	15	15	15	15	15	15	15
187	Meter Equivalents	85	85	85	85	85	85	85
188	Consumption (000s Gallons)	7,981	7,981	7,981	7,981	7,981	7,981	7,981
189	Average Usage per Account (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
190	Average Usage per Unit (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
191	Average Usage per Meter Equivalent (000s Gallons)	7.8	7.8	7.8	7.8	7.8	7.8	7.8
Residential Apartments Sprinkler								
Outside the City								
192	Average Units	3	3	3	3	3	3	3
193	Account Growth	N/A	0	0	0	0	0	0
194	Average Accounts	3	3	3	3	3	3	3
195	Meter Equivalents	16	16	16	16	16	16	16
196	Consumption (000s Gallons)	1,420	1,420	1,420	1,420	1,420	1,420	1,420
197	Average Usage per Account (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
198	Average Usage per Unit (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
199	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
Total Residential Apartments								
200	Average Accounts	3	3	3	3	3	3	3
201	Average Units	3	3	3	3	3	3	3
202	Meter Equivalents	16	16	16	16	16	16	16
203	Consumption (000s Gallons)	1,420	1,420	1,420	1,420	1,420	1,420	1,420
204	Average Usage per Account (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
205	Average Usage per Unit (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
206	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
Commercial Sprinkler								
Inside the City								
207	Average Units	88	88	88	88	88	88	88
208	Account Growth	N/A	0	0	0	0	0	0
209	Average Accounts	88	88	88	88	88	88	88
210	Meter Equivalents	271	271	271	271	271	271	271
211	Consumption (000s Gallons)	19,251	19,251	19,251	19,251	19,251	19,251	19,251
212	Average Usage per Account (000s Gallons)	18.2	18.2	18.2	18.2	18.2	18.2	18.2
213	Average Usage per Unit (000s Gallons)	18.2	18.2	18.2	18.2	18.2	18.2	18.2
214	Average Usage per Meter Equivalent (000s Gallons)	5.9	5.9	5.9	5.9	5.9	5.9	5.9

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
	<u>Outside the City</u>							
215	Average Units	26	26	26	26	26	26	26
216	Account Growth	N/A	0	0	0	0	0	0
217	Average Accounts	26	26	26	26	26	26	26
218	Meter Equivalents	99	99	99	99	99	99	99
219	Consumption (000s Gallons)	7,315	7,315	7,315	7,315	7,315	7,315	7,315
220	Average Usage per Account (000s Gallons)	23.4	23.4	23.4	23.4	23.4	23.4	23.4
221	Average Usage per Unit (000s Gallons)	23.4	23.4	23.4	23.4	23.4	23.4	23.4
222	Average Usage per Meter Equivalent (000s Gallons)	6.2	6.2	6.2	6.2	6.2	6.2	6.2
Total Commercial								
223	Average Accounts	114	114	114	114	114	114	114
224	Average Units	114	114	114	114	114	114	114
225	Meter Equivalents	370	370	370	370	370	370	370
226	Consumption (000s Gallons)	26,566	26,566	26,566	26,566	26,566	26,566	26,566
227	Average Usage per Account (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
228	Average Usage per Unit (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
229	Average Usage per Meter Equivalent (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
<u>Hotel Sprinkler</u>								
	<u>Outside the City</u>							
230	Average Units	12	12	12	12	12	12	12
231	Account Growth	N/A	0	0	0	0	0	0
232	Average Accounts	12	12	12	12	12	12	12
233	Meter Equivalents	40	40	40	40	40	40	40
234	Consumption (000s Gallons)	5,897	5,897	5,897	5,897	5,897	5,897	5,897
235	Average Usage per Account (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
236	Average Usage per Unit (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
237	Average Usage per Meter Equivalent (000s Gallons)	12.3	12.3	12.3	12.3	12.3	12.3	12.3
Total Hotel								
238	Average Accounts	12	12	12	12	12	12	12
239	Average Units	12	12	12	12	12	12	12
240	Meter Equivalents	40	40	40	40	40	40	40
241	Consumption (000s Gallons)	5,897	5,897	5,897	5,897	5,897	5,897	5,897
242	Average Usage per Account (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
243	Average Usage per Unit (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
244	Average Usage per Meter Equivalent (000s Gallons)	12.3	12.3	12.3	12.3	12.3	12.3	12.3
TOTAL WATER SYSTEM								
245	Average Accounts	27,893	27,993	28,093	28,193	28,293	28,393	28,493
246	Average Units	37,319	37,419	37,519	37,619	37,719	37,819	37,919
247	Meter Equivalents	33,866	33,966	34,066	34,166	34,266	34,366	34,466
248	Consumption (000s Gallons)	1,836,955	1,841,054	1,845,152	1,849,251	1,853,349	1,857,448	1,861,546
249	Average Usage per Account (000s Gallons)	5.5	5.5	5.5	5.5	5.5	5.5	5.4
250	Average Usage per Unit (000s Gallons)	4.1	4.1	4.1	4.1	4.1	4.1	4.1
251	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>WASTEWATER</u>								
<u>Residential Wastewater</u>								
<u>Inside the City</u>								
1	Average Units	22,648	22,748	22,848	22,948	23,048	23,148	23,248
2	Account Growth	N/A	100	100	100	100	100	100
3	Average Accounts	22,648	22,748	22,848	22,948	23,048	23,148	23,248
4	Meter Equivalents	23,248	23,348	23,448	23,548	23,648	23,748	23,848
5	Revenue Gallons (000s Gallons)	921,103	925,173	929,243	933,312	937,382	941,452	945,522
6	Average Revenue Gallons per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
7	Average Revenue Gallons per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
8	Average Revenue Gallons per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Outside the City</u>								
9	Average Units	771	771	771	771	771	771	771
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	771	771	771	771	771	771	771
12	Meter Equivalents	774	774	774	774	774	774	774
13	Revenue Gallons (000s Gallons)	18,598	18,598	18,598	18,598	18,598	18,598	18,598
14	Average Revenue Gallons per Account (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
15	Average Revenue Gallons per Unit (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
16	Average Revenue Gallons per Meter Equivalent (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Total Residential								
17	Average Accounts	23,419	23,519	23,619	23,719	23,819	23,919	24,019
18	Average Units	23,419	23,519	23,619	23,719	23,819	23,919	24,019
19	Meter Equivalents	24,022	24,122	24,222	24,322	24,422	24,522	24,622
20	Revenue Gallons (000s Gallons)	939,701	943,771	947,841	951,910	955,980	960,050	964,120
21	Average Revenue Gallons per Account (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
22	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
23	Average Revenue Gallons per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Residential Multifamily Wastewater</u>								
<u>Inside the City</u>								
24	Average Units	1,057	1,057	1,057	1,057	1,057	1,057	1,057
25	Account Growth	N/A	0	0	0	0	0	0
26	Average Accounts	107	107	107	107	107	107	107
27	Meter Equivalents	521	521	521	521	521	521	521
28	Revenue Gallons (000s Gallons)	42,041	42,041	42,041	42,041	42,041	42,041	42,041
29	Average Revenue Gallons per Account (000s Gallons)	32.7	32.7	32.7	32.7	32.7	32.7	32.7
30	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
31	Average Revenue Gallons per Meter Equivalent (000s Gallons)	6.7	6.7	6.7	6.7	6.7	6.7	6.7
<u>Outside the City</u>								
32	Average Units	0	0	0	0	0	0	0
33	Account Growth	N/A	0	0	0	0	0	0
34	Average Accounts	0	0	0	0	0	0	0
35	Meter Equivalents	0	0	0	0	0	0	0
36	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
37	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
38	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
39	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Residential Multifamily								
40	Average Accounts	107	107	107	107	107	107	107
41	Average Units	1,057	1,057	1,057	1,057	1,057	1,057	1,057
42	Meter Equivalents	521	521	521	521	521	521	521
43	Revenue Gallons (000s Gallons)	42,041	42,041	42,041	42,041	42,041	42,041	42,041
44	Average Revenue Gallons per Account (000s Gallons)	32.7	32.7	32.7	32.7	32.7	32.7	32.7
45	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
46	Average Revenue Gallons per Meter Equivalent (000s Gallons)	6.7	6.7	6.7	6.7	6.7	6.7	6.7

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Apartments Wastewater</u>								
<u>Inside the City</u>								
47	Average Units	2,401	2,401	2,401	2,401	2,401	2,401	2,401
48	Account Growth	N/A	0	0	0	0	0	0
49	Average Accounts	178	178	178	178	178	178	178
50	Meter Equivalents	1,051	1,051	1,051	1,051	1,051	1,051	1,051
51	Revenue Gallons (000s Gallons)	89,115	89,115	89,115	89,115	89,115	89,115	89,115
52	Average Revenue Gallons per Account (000s Gallons)	41.7	41.7	41.7	41.7	41.7	41.7	41.7
53	Average Revenue Gallons per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
54	Average Revenue Gallons per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Outside the City</u>								
55	Average Units	12	12	12	12	12	12	12
56	Account Growth	N/A	0	0	0	0	0	0
57	Average Accounts	2	2	2	2	2	2	2
58	Meter Equivalents	4	4	4	4	4	4	4
59	Revenue Gallons (000s Gallons)	429	429	429	429	429	429	429
60	Average Revenue Gallons per Account (000s Gallons)	17.9	17.9	17.9	17.9	17.9	17.9	17.9
61	Average Revenue Gallons per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
62	Average Revenue Gallons per Meter Equivalent (000s Gallons)	10.2	10.2	10.2	10.2	10.2	10.2	10.2
Total Apartments								
63	Average Accounts	180	180	180	180	180	180	180
64	Average Units	2,413	2,413	2,413	2,413	2,413	2,413	2,413
65	Meter Equivalents	1,055	1,055	1,055	1,055	1,055	1,055	1,055
66	Revenue Gallons (000s Gallons)	89,544	89,544	89,544	89,544	89,544	89,544	89,544
67	Average Revenue Gallons per Account (000s Gallons)	41.5	41.5	41.5	41.5	41.5	41.5	41.5
68	Average Revenue Gallons per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
69	Average Revenue Gallons per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Commercial Wastewater</u>								
<u>Inside the City</u>								
70	Average Units	879	879	879	879	879	879	879
71	Account Growth	N/A	0	0	0	0	0	0
72	Average Accounts	879	879	879	879	879	879	879
73	Meter Equivalents	2,698	2,698	2,698	2,698	2,698	2,698	2,698
74	Revenue Gallons (000s Gallons)	150,999	150,999	150,999	150,999	150,999	150,999	150,999
75	Average Revenue Gallons per Account (000s Gallons)	14.3	14.3	14.3	14.3	14.3	14.3	14.3
76	Average Revenue Gallons per Unit (000s Gallons)	14.3	14.3	14.3	14.3	14.3	14.3	14.3
77	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7
<u>Outside the City</u>								
78	Average Units	3	3	3	3	3	3	3
79	Account Growth	N/A	0	0	0	0	0	0
80	Average Accounts	3	3	3	3	3	3	3
81	Meter Equivalents	9	9	9	9	9	9	9
82	Revenue Gallons (000s Gallons)	1,541	1,541	1,541	1,541	1,541	1,541	1,541
83	Average Revenue Gallons per Account (000s Gallons)	42.8	42.8	42.8	42.8	42.8	42.8	42.8
84	Average Revenue Gallons per Unit (000s Gallons)	42.8	42.8	42.8	42.8	42.8	42.8	42.8
85	Average Revenue Gallons per Meter Equivalent (000s Gallons)	15.1	15.1	15.1	15.1	15.1	15.1	15.1
Total Commercial								
86	Average Accounts	882	882	882	882	882	882	882
87	Average Units	882	882	882	882	882	882	882
88	Meter Equivalents	2,707	2,707	2,707	2,707	2,707	2,707	2,707
89	Revenue Gallons (000s Gallons)	152,540	152,540	152,540	152,540	152,540	152,540	152,540
90	Average Revenue Gallons per Account (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
91	Average Revenue Gallons per Unit (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
92	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual 2013	2014	2015	2016	2017	2018	2019
<u>Commercial Bulk Wastewater</u>								
<u>Outside the City</u>								
93	Average Units	3	3	3	3	3	3	3
94	Account Growth	N/A	0	0	0	0	0	0
95	Average Accounts	3	3	3	3	3	3	3
96	Meter Equivalents	54	54	54	54	54	54	54
97	Revenue Gallons (000s Gallons)	388,575	388,575	388,575	57,961	57,961	57,961	57,961
98	Average Revenue Gallons per Account (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
99	Average Revenue Gallons per Unit (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
100	Average Revenue Gallons per Meter Equivalent (000s Gallons)	605.3	605.3	605.3	90.3	90.3	90.3	90.3
Total Commercial Bulk								
101	Average Accounts	3	3	3	3	3	3	3
102	Average Units	3	3	3	3	3	3	3
103	Meter Equivalents	54	54	54	54	54	54	54
104	Revenue Gallons (000s Gallons)	388,575	388,575	388,575	57,961	57,961	57,961	57,961
105	Average Revenue Gallons per Account (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
106	Average Revenue Gallons per Unit (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
107	Average Revenue Gallons per Meter Equivalent (000s Gallons)	605.3	605.3	605.3	90.3	90.3	90.3	90.3
<u>Hotel Wastewater</u>								
<u>Inside the City</u>								
108	Average Units	4	4	4	4	4	4	4
109	Account Growth	N/A	0	0	0	0	0	0
110	Average Accounts	4	4	4	4	4	4	4
111	Meter Equivalents	11	11	11	11	11	11	11
112	Revenue Gallons (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
113	Average Revenue Gallons per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
114	Average Revenue Gallons per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
115	Average Revenue Gallons per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Outside the City</u>								
116	Average Units	0	0	0	0	0	0	0
117	Account Growth	N/A	0	0	0	0	0	0
118	Average Accounts	0	0	0	0	0	0	0
119	Meter Equivalents	0	0	0	0	0	0	0
120	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
121	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
122	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
123	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Hotel								
124	Average Accounts	4	4	4	4	4	4	4
125	Average Units	4	4	4	4	4	4	4
126	Meter Equivalents	11	11	11	11	11	11	11
127	Revenue Gallons (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
128	Average Revenue Gallons per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
129	Average Revenue Gallons per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
130	Average Revenue Gallons per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Campgrounds Wastewater</u>								
<u>Inside the City</u>								
131	Average Units	1,873	1,873	1,873	1,873	1,873	1,873	1,873
132	Account Growth	N/A	0	0	0	0	0	0
133	Average Accounts	13	13	13	13	13	13	13
134	Meter Equivalents	223	223	223	223	223	223	223
135	Revenue Gallons (000s Gallons)	61,240	61,240	61,240	61,240	61,240	61,240	61,240
136	Average Revenue Gallons per Account (000s Gallons)	392.6	392.6	392.6	392.6	392.6	392.6	392.6
137	Average Revenue Gallons per Unit (000s Gallons)	2.7	2.7	2.7	2.7	2.7	2.7	2.7
138	Average Revenue Gallons per Meter Equivalent (000s Gallons)	22.9	22.9	22.9	22.9	22.9	22.9	22.9

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
	<u>Outside the City</u>							
139	Average Units	0	0	0	0	0	0	0
140	Account Growth	N/A	0	0	0	0	0	0
141	Average Accounts	0	0	0	0	0	0	0
142	Meter Equivalents	0	0	0	0	0	0	0
143	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
144	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
145	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
146	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Total Campgrounds							
147	Average Accounts	13	13	13	13	13	13	13
148	Average Units	1,873	1,873	1,873	1,873	1,873	1,873	1,873
149	Meter Equivalents	223	223	223	223	223	223	223
150	Revenue Gallons (000s Gallons)	61,240	61,240	61,240	61,240	61,240	61,240	61,240
151	Average Revenue Gallons per Account (000s Gallons)	392.6	392.6	392.6	392.6	392.6	392.6	392.6
152	Average Revenue Gallons per Unit (000s Gallons)	2.7	2.7	2.7	2.7	2.7	2.7	2.7
153	Average Revenue Gallons per Meter Equivalent (000s Gallons)	22.9	22.9	22.9	22.9	22.9	22.9	22.9
	TOTAL WASTEWATER SYSTEM							
154	Average Accounts	24,608	24,708	24,808	24,908	25,008	25,108	25,208
155	Average Units	29,651	29,751	29,851	29,951	30,051	30,151	30,251
156	Meter Equivalents	28,591	28,691	28,791	28,891	28,991	29,091	29,191
157	Revenue Gallons (000s Gallons)	1,674,887	1,678,957	1,683,027	1,356,482	1,360,552	1,364,622	1,368,692
158	Average Revenue Gallons per Account (000s Gallons)	5.7	5.7	5.7	4.5	4.5	4.5	4.5
159	Average Revenue Gallons per Unit (000s Gallons)	4.7	4.7	4.7	3.8	3.8	3.8	3.8
160	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.9	4.9	4.9	3.9	3.9	3.9	3.9

Table CUST-3
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Reclaimed Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
<u>Residential Reclaimed Water</u>								
<u>Inside the City</u>								
1	Average Units	6,873	6,873	6,873	6,873	6,873	6,873	6,873
2	Account Growth	N/A	0	0	0	0	0	0
3	Average Accounts	6,873	6,873	6,873	6,873	6,873	6,873	6,873
4	Meter Equivalents	6,970	6,970	6,970	6,970	6,970	6,970	6,970
5	Consumption (000s Gallons)	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798
6	Average Usage per Account (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5
7	Average Usage per Unit (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5
8	Average Usage per Meter Equivalent (000s Gallons)	12.4	12.4	12.4	12.4	12.4	12.4	12.4
<u>Residential Multifamily Reclaimed Water</u>								
<u>Inside the City</u>								
9	Average Units	4	4	4	4	4	4	4
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	4	4	4	4	4	4	4
12	Meter Equivalents	25	25	25	25	25	25	25
13	Consumption (000s Gallons)	7,371	7,371	7,371	7,371	7,371	7,371	7,371
14	Average Usage per Account (000s Gallons)	153.6	153.6	153.6	153.6	153.6	153.6	153.6
15	Average Usage per Unit (000s Gallons)	153.6	153.6	153.6	153.6	153.6	153.6	153.6
16	Average Usage per Meter Equivalent (000s Gallons)	24.6	24.6	24.6	24.6	24.6	24.6	24.6
<u>Apartments Reclaimed Water</u>								
<u>Inside the City</u>								
17	Average Units	2	2	2	2	2	2	2
18	Account Growth	N/A	0	0	0	0	0	0
19	Average Accounts	2	2	2	2	2	2	2
20	Meter Equivalents	50	50	50	50	50	50	50
21	Consumption (000s Gallons)	11,219	11,219	11,219	11,219	11,219	11,219	11,219
22	Average Usage per Account (000s Gallons)	467.5	467.5	467.5	467.5	467.5	467.5	467.5
23	Average Usage per Unit (000s Gallons)	467.5	467.5	467.5	467.5	467.5	467.5	467.5
24	Average Usage per Meter Equivalent (000s Gallons)	18.7	18.7	18.7	18.7	18.7	18.7	18.7
<u>Metered Interruptible</u>								
25	Average Units	1	1	1	1	1	1	1
26	Account Growth	N/A	0	0	0	0	0	0
27	Average Accounts	1	1	1	1	1	1	1
28	Meter Equivalents	25	25	25	25	25	25	25
29	Consumption (000s Gallons)	0	0	0	0	0	0	0
30	Average Usage per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
31	Average Usage per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
32	Average Usage per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<u>Total Apartments</u>								
33	Average Accounts	3	3	3	3	3	3	3
34	Average Units	3	3	3	3	3	3	3
35	Meter Equivalents	75	75	75	75	75	75	75
36	Consumption (000s Gallons)	11,219	11,219	11,219	11,219	11,219	11,219	11,219
37	Average Usage per Account (000s Gallons)	311.6	311.6	311.6	311.6	311.6	311.6	311.6
38	Average Usage per Unit (000s Gallons)	311.6	311.6	311.6	311.6	311.6	311.6	311.6
39	Average Usage per Meter Equivalent (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5

Table CUST-3
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Reclaimed Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
<u>Commercial Reclaimed Water</u>								
<u>Inside the City</u>								
40	Average Units	237	237	237	237	237	237	237
41	Account Growth	N/A	0	0	0	0	0	0
42	Average Accounts	237	237	237	237	237	237	237
43	Meter Equivalents	1,406	1,406	1,406	1,406	1,406	1,406	1,406
44	Consumption (000s Gallons)	242,662	242,662	242,662	242,662	242,662	242,662	242,662
45	Average Usage per Account (000s Gallons)	85.3	85.3	85.3	85.3	85.3	85.3	85.3
46	Average Usage per Unit (000s Gallons)	85.3	85.3	85.3	85.3	85.3	85.3	85.3
47	Average Usage per Meter Equivalent (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
<u>Outside the City</u>								
48	Average Units	1	1	1	1	1	1	1
49	Account Growth	N/A	0	0	0	0	0	0
50	Average Accounts	1	1	1	1	1	1	1
51	Meter Equivalents	3	3	3	3	3	3	3
52	Consumption (000s Gallons)	648	648	648	648	648	648	648
53	Average Usage per Account (000s Gallons)	54.0	54.0	54.0	54.0	54.0	54.0	54.0
54	Average Usage per Unit (000s Gallons)	54.0	54.0	54.0	54.0	54.0	54.0	54.0
55	Average Usage per Meter Equivalent (000s Gallons)	21.6	21.6	21.6	21.6	21.6	21.6	21.6
<u>Metered Interruptible</u>								
56	Average Units	21	21	21	21	21	21	21
57	Account Growth	N/A	0	0	0	0	0	0
58	Average Accounts	21	21	21	21	21	21	21
59	Meter Equivalents	364	364	364	364	364	364	364
60	Consumption (000s Gallons)	105,297	105,297	105,297	105,297	105,297	105,297	105,297
61	Average Usage per Account (000s Gallons)	417.8	417.8	417.8	417.8	417.8	417.8	417.8
62	Average Usage per Unit (000s Gallons)	417.8	417.8	417.8	417.8	417.8	417.8	417.8
63	Average Usage per Meter Equivalent (000s Gallons)	24.1	24.1	24.1	24.1	24.1	24.1	24.1
Total Commercial								
64	Average Accounts	259	259	259	259	259	259	259
65	Average Units	259	259	259	259	259	259	259
66	Meter Equivalents	1,773	1,773	1,773	1,773	1,773	1,773	1,773
67	Consumption (000s Gallons)	348,607	348,607	348,607	348,607	348,607	348,607	348,607
68	Average Usage per Account (000s Gallons)	112.2	112.2	112.2	112.2	112.2	112.2	112.2
69	Average Usage per Unit (000s Gallons)	112.2	112.2	112.2	112.2	112.2	112.2	112.2
70	Average Usage per Meter Equivalent (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
Total Reclaimed Water								
71	Average Accounts	7,139	7,139	7,139	7,139	7,139	7,139	7,139
72	Average Units	7,139	7,139	7,139	7,139	7,139	7,139	7,139
73	Meter Equivalents	8,842	8,842	8,842	8,842	8,842	8,842	8,842
74	Consumption (000s Gallons)	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995
75	Average Usage per Account (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
76	Average Usage per Unit (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
77	Average Usage per Meter Equivalent (000s Gallons)	13.2	13.2	13.2	13.2	13.2	13.2	13.2

WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

Meeting to Review
Proposed Fiscal Year 2015
Monthly User Rates

December 9, 2014

Public Resources Management Group, Inc .

Utility, Rate, Financial and Management Consultants

Rate Study Timeline

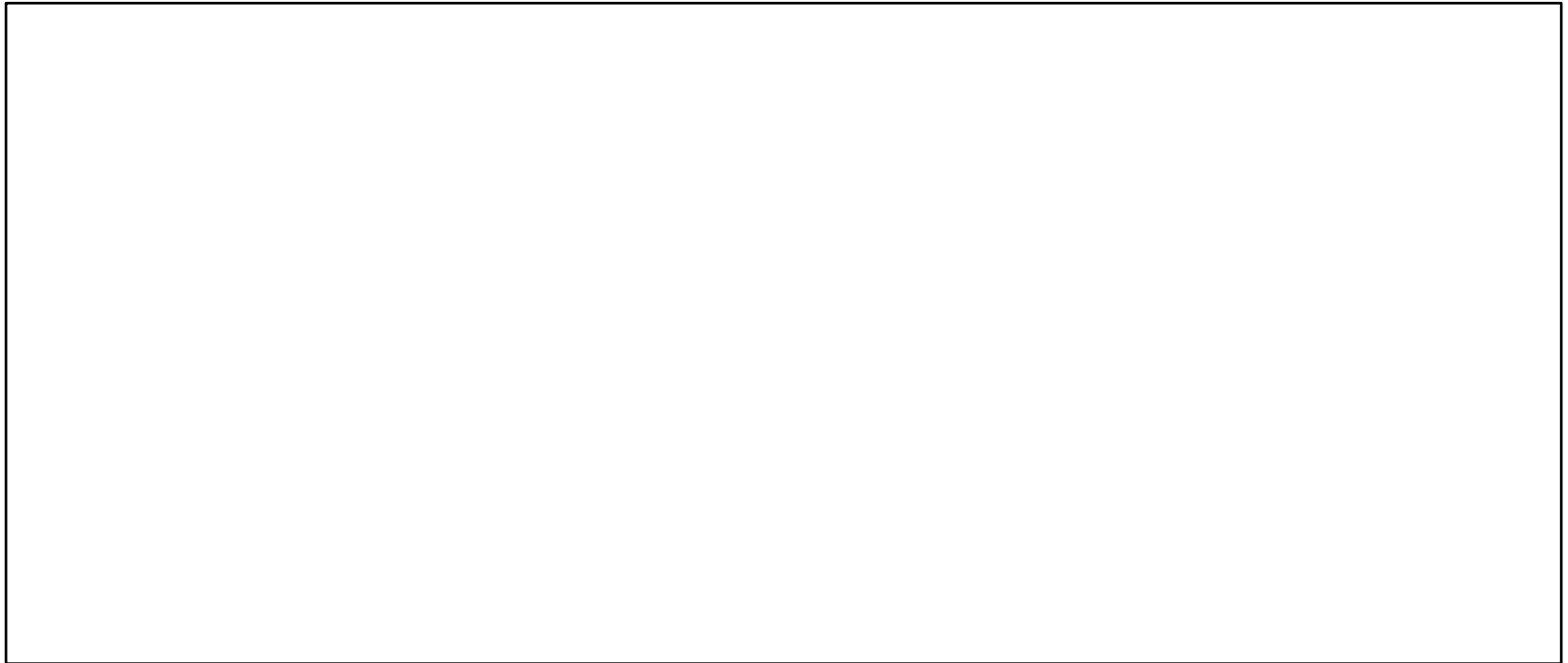
- ❖ November 12, 2013: Meeting to Establish City Council Expectations, Direction and Policy
 - Minimum Monthly Charges and Base Usage Rates Unchanged Since 2008
 - Course of Action Discussed: Present Proposed Financial Plan (e.g., Need for Revenue / Rate Increases) and Obtain Council Approval Before Proceeding With Rate Design
- ❖ April 1, 2014: Presentation of Proposed Financial Plan for Utility
 - Identified Need for Rate Adjustments Primarily Due to System Capital Needs
- ❖ Since April Meeting on Utility Rate Study:
 - New City / Utility Management
 - Decision to Reconfirm the Capital Plan
 - Possibility of Losing Daytona Beach Shores as Bulk Wastewater Customer (or at Least Majority of Wastewater Flows from This Customer) Starting in FY 2016

Rate Study Timeline (cont.)

- ❖ Since April Meeting on Utility Rate Study (cont.):
 - Staff Has Proposed to Move Forward With 3% Overall System Retail User Rate Adjustment in FY 2015 While Capital Program Is Reviewed and Daytona Beach Shores Plans Are Confirmed
 - Proposed Rates NOT Designed to Meet System Revenue Requirements Over Next Several Years
 - Rate Design Changes Based on Council Rate Design Objectives
 - ◆ Simplify the Rate Structure
 - ◆ Equitable Rates

Rate Study Timeline (cont.)

- ❖ Since April Meeting on Utility Rate Study (cont.):
 - Since Revenue Deficiencies in Multi-Year Financial Forecast Were Primarily Related to Wastewater and Reclaimed Water Systems, Overall System Retail User Rate Revenue Adjustments Proposed to Be Recovered Through Increases in Wastewater and Reclaimed Water Rates



Objective: Simplify Rates

- ❖ Reduce Number of Water Price Blocks for Residential Class
 - 6 Price Blocks to 4
- ❖ Eliminate Minimum Gallons Billed in Minimum Monthly Charges for Wastewater and Reclaimed Water
 - Typical Rate Structure in State of Florida Is to Separate Base Charges (Recover Portion of Fixed Costs) and Usage Charges (Recover Remaining Costs)
 - Also Promotes Rate Equity Among Smaller Users

Objective: Simplify Rates (cont.)

- ❖ Uniform Usage Rate for Commercial, Multifamily, and Sprinkler / Irrigation Potable Water Usage
 - Uniform Usage Rate for Commercial and Multifamily Classes Based on System Average Cost Per 1,000 Gallons of Amounts Allocated to Be Recovered from System Usage Charges
 - Uniform Usage Rate for Sprinkler / Irrigation Class Targets Discretionary Usage
- ❖ Eliminate Tiered Wastewater Rate Structure for Residential Customers
 - Conservation Incentives Built Into Water Rates
 - Tiered Rate Does Not Reflect Cost of Service for Wastewater
- ❖ Eliminate Energy Usage Charge
 - Costs of Energy Recovered Through Usage Charges
 - Reduces Administrative Burden

Objective: Equitable Rates

- ❖ Customers in Each Class Have a Uniform Rate Structure
- ❖ Minimum Monthly Charges for Larger Meter Sizes for Nonresidential/Commercial Customers Increase Based on Hydraulic Capacity Relationships Recognized By Utility Industry
 - Greater Need for System Capacity = Higher Base Charge

Objective: Equitable Rates (cont.)

- ❖ For Residential Class, Increase Rates of Higher Water Use Price Blocks to Shift More Cost Recovery to Customers with Higher Water Usage and Encourage Water Conservation (Consistent with Water Management District Goals)
 - Customers with Excessive Water Usage Will Pay Greater Percentage of System Costs
 - First (Lowest) Price Block Is Considered "Lifeline " Block for Portion of Indoor/Essential Usage; Middle Price Blocks for Discretionary Usage Including Some Irrigation Use; Last (Highest) Price Block for Excessive Irrigation Usage
- ❖ Add Billing Cap or Maximum of 12,000 Gallons to Residential Wastewater Billing
 - Assumes Usage Above 12,000 Gallons Is for Irrigation Purposes and Does Not Return to Wastewater System

Proposed Monthly Water Rates - Residential

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Multifamily Residential

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Motel, Hotel, Commercial and Industrial

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Irrigation / Sprinkler

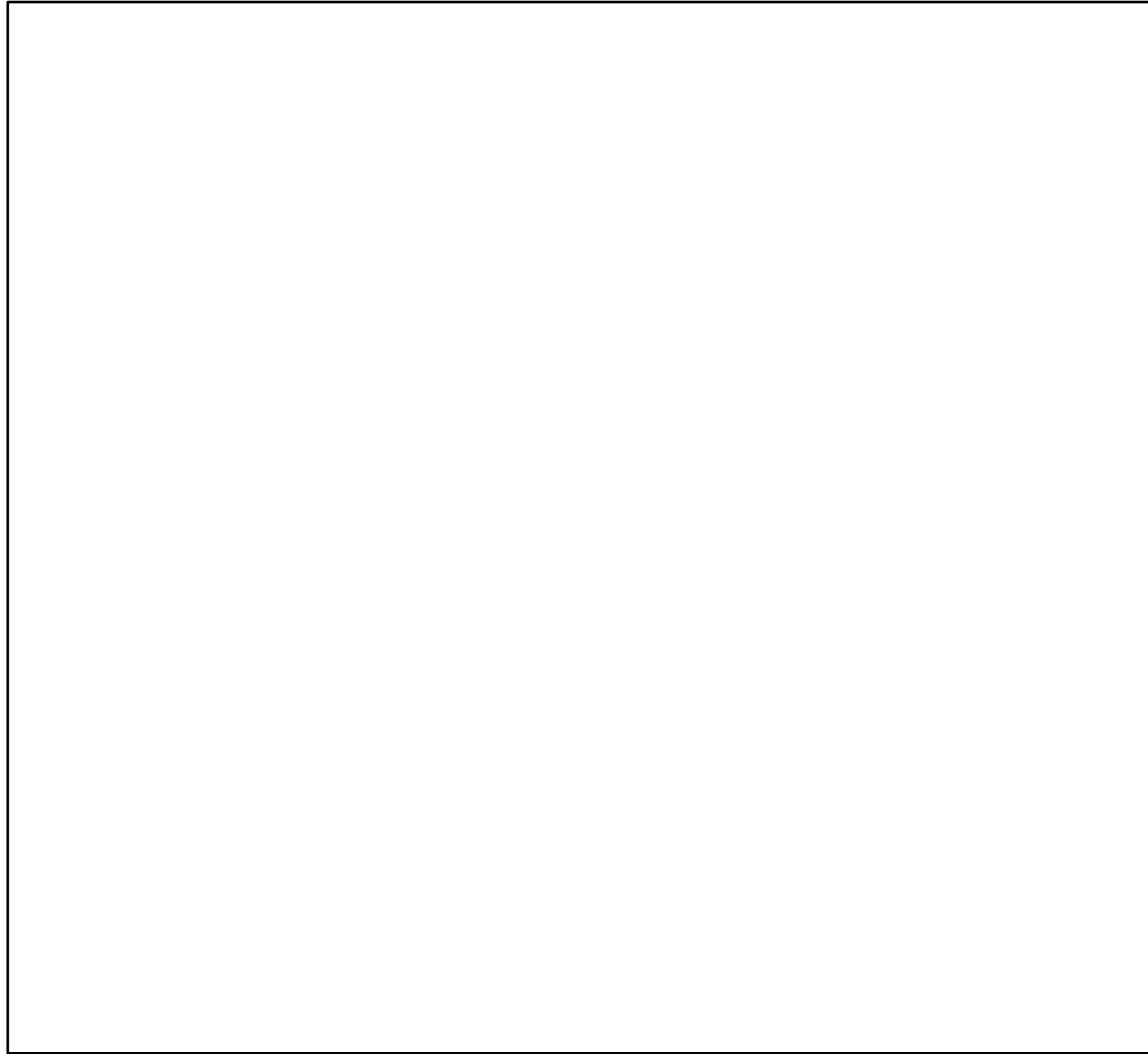
[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Wastewater Rates - Residential and Multifamily Residential

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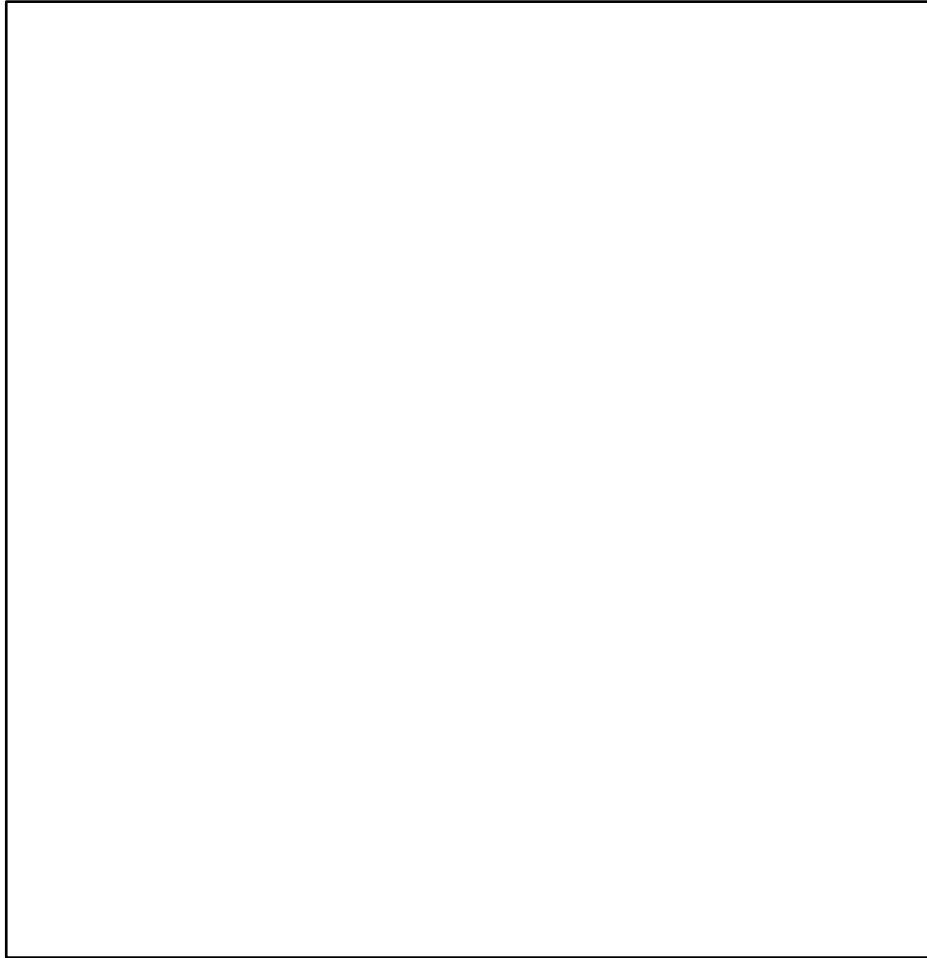
[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Wastewater Rates - Motel, Hotel, Commercial and Industrial



[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Reclaimed Water Rates



[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Combined Water and Wastewater User Rate Comparison

❖ Monthly Usage of 4,000 Gallons

- Average Usage of Single Family Residential Customer in System



[*] Utilities in CAPITALIZED letters: i) are involved in rate study; ii) are planning to conduct rate study; or iii) will implement rate revision or price index / pass-through adjustment within twelve months

Reclaimed Water User Rate Comparison

❖ Monthly Usage of 12,000 Gallons

- Average Usage of Single Family Residential Customer with Reclaimed Water Service in System



Miscellaneous Service Charges

- ❖ Proposed Charges Reflect Balance of:
 - Current Utility Costs to Provide Service
 - Comparison with Similar Charges of Other Florida Utilities
- ❖ To the Extent Charges Do Not Recover Cost of Providing Miscellaneous Services, Cost Difference Must Be Paid Through Monthly User Rates

RECOMMENDATIONS

- ❖ Adopt Proposed Water, Wastewater and Reclaimed Water User Rates for Fiscal Year 2015
- ❖ Adopt Proposed Miscellaneous Service Charges
- ❖ Review Future Capital Needs
- ❖ Update Financial Plan and Implement Future Rate Needs
 - Capital Needs Not Anticipated to Go Away But May Be More Expensive to Address in Future Due to Inflation in Costs of Construction and Increasing Interest Rates
 - FINANCIAL RISK: If Rate Needs Not Proactively Addressed, User Rates Could Be Even Higher in Future
 - Confirm Plans of Daytona Beach Shores
 - Calculate Development (Impact Fees) Based on Revised Capital Needs
 - Consider Adjustments to Miscellaneous Service Charges



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Services Agreement with Port Orange/South Daytona Chamber (**Tabled 12/9/14**)

DEPARTMENT: City Manager

RECOMMENDED MOTION:

SUMMARY:

ITEM TABLED ON 12/9/14

For a number of years the City has had an agreement with the Port Orange/South Daytona Chamber of Commerce under which the Chamber provided certain specified business development services for the City. The attached proposed Agreement would continue those services for two more years, that is until September 30, 2016. The Agreement is subject to being canceled by either party upon thirty days notice.

Services to be provided are specified in Attachment A, which is pages 9 & 10 of the attachment. The Chamber is to bill the City quarterly for those services actually provided in the preceding quarter, and the City would reimburse the Chamber up to a maximum of \$20,000 per year.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin

Created/Initiated - 01/08/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: Yes

SUBJECT: Police Motorcycles Lease or Purchase

DEPARTMENT: Public Works

RECOMMENDED MOTION: Staff seeks direction from Council on the provision of motorcycles for the Police Department.

SUMMARY: For FY 2015, 5 of the City's Fleet of 6 Harley Davidson Motorcycles are included in the vehicle replacement fund. It was suggested to staff to look at the possibility of leasing the motorcycle fleet instead of outright purchase. Attached to this agenda item are 2 spreadsheets for review. One shows the motorcycles with their respective standard equipment and options. The other compares cost to lease or purchase the Victory vs. cost to lease or purchase the Harley Davidson. Some assumptions were made such as maintenance costs which were based on historic data and lease term. The Harley Davidson purchase quote is from the Florida Sheriffs Association Contract. The Victory quote is not part of that contract. If the Council thinks we should consider the Victory motorcycle, then we should go out for bids to lease or purchase motorcycles.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	Updated Victory Build Sheet	Port Orange 1-7-15 Victory 2014 build price LE V5.xls
2.	Updated Victory Quote Purchase 5 or Lease 6	Port Orange FL 1-7-15 Victory Quote.pdf
3.	Motorcycle Cost Comparison	Motorcycle Cost Comparison.xlsx
4.	Daytona Harley Quote - Purchase of 5	Daytona Harley Purchase Quotes.pdf
5.	Daytona Harley Lease (6 Bikes)	Daytona Harley Lease (6 bikes).pdf
6.	Finance Lease vs Purchase Analysis	Finance Cost Analysis - Lease v Purchase - Revised 011415.xlsx

Fontane, Jeff
Silvey, Mike
Monahan, Gerald
Harden, David

Created/Initiated - 01/08/2015
Approved - 01/08/2015
Approved - 01/08/2015
Final Approval - 01/15/2015



VICTORY POLICE MOTORCYCLE ORDER SHEET

	Description	Qty	Part Number	Add	LE Price	Extension
1	Commander 1 Fairing Model All Pearl White ABS 2014 Base Upfit	6		Base	\$25,981.00	\$155,886.00
2	Commander 1 Fairing Model All Black ABS 2014 Bike only	0		Base	\$19,699.00	\$0.00
3	Base bike features					
4	All Black Paint	0		Base	\$0.00	Base Price
5	Stock 10" clear windshield	0	Inc	Base	\$0.00	Base Price
6	Standard size mobile top box and mounts	0	VPMMOBT	Base	\$1,520.00	Base Price
7	Siren AMP	0		Base	\$390.00	Base Price
8	Siren/PA speaker	0	TSASKIT	Base	\$180.00	Base Price
9	Dual battery kit with built in tender	0	TTBDALB	Base	\$225.00	Base Price
10	110 vac port for dual battery charger	0		Base	\$52.00	Base Price
11	Aux battery monitor	0		Base	\$82.00	Base Price
12	Top Box keyed to bike Lock	0		Base	\$125.00	Base Price
13	12VDC External power port-radar gun-etc	0	12VDCPRTEX	Base	\$28.00	Base Price
14	12VDC Internal power port-cell phones-computers-flashlight	0	12VDCPRTIN	Base	\$28.00	Base Price
15	Turn/tail/brake light bar top rear of Top Box	0		Base	\$160.00	Base Price
16	Interceptor lights front of fairing pair of red/blue	0		Base	\$352.00	Base Price
17	Lights 4 side lights and 2 rear lights (Code 3)	0		Base	\$380.00	Base Price
18	Blue LED light bars rear (license plate)	0		Base	\$90.00	Base Price
19	Dash LED's E-lights (red),headlight off (amber),aux power on (green)	0		Base	\$70.00	Base Price
20	Rear facing fender LED red/blue lights with brackets (Code 3)	0		Base	\$197.00	Base Price
21	Saddle bag protection bars chrome with tip over protection	0	VPMBBCH	Base	\$625.00	Base Price
22	Forged front highway bar kit	0	2878326	Base	\$615.00	Base Price
23	Engine protection skid plate	0	VPMSKID	Base	\$250.00	Base Price
24	Floor board protectors 1/4" thick	0	VPMFBP	Base	\$120.00	Base Price
25	Handle bar switches (emergency lights/sirens)	0		Base	\$187.00	Base Price
26	Handle bar brackets for switches (powder coat)	0		Base	\$125.00	Base Price
27	Cruise/radio switch brackets (powder coat)	0		Base	\$28.00	Base Price
28	Police wire harness	0		Base	\$200.00	Base Price
29	Hardware and brackets	0		Base	\$125.00	Base Price
30	Ignition relocation to right handle bar	0		Base	\$55.00	Base Price
31	Off Road Switch	0		Base	\$73.00	Base Price
32					\$25,981.00	Base Price
33	Standard features on the motorcycle					
34	12vdc power port in fairing	0		STD	\$0.00	Included
35	Weather band radio with AM/FM	0		STD	\$0.00	Included
36	Cell phone charger	0		STD	\$0.00	Included
37	Electronic cruise control	0		STD	\$0.00	Included
38	Adjustable rear air suspension	0		STD	\$0.00	Included
39	Adjustable front brake lever	0		STD	\$0.00	Included
40	Stainless steel braided brake lines	0		STD	\$0.00	Included
41	Dual floating brake rotors with front ABS brakes	0		STD	\$0.00	Included
42	Single floating brake rotor with rear ABS brakes	0		STD	\$0.00	Included

	Description	Qty	Part Number	Add	LE Price	Extension
43	Adjustable foot controls	0		STD	\$0.00	Included
44	Locking hard saddlebags	0		STD	\$0.00	Included
45	Freedom 106 cubic inch direct fuel injected motor	0		STD	\$0.00	Included
46	Oil/air cooled motor with oil cooler	0		STD	\$0.00	Included
47	Overhead cams with roller rockers and 4 valves per cylinder	0		STD	\$0.00	Included
48	6 speed over drive transmission	0		STD	\$0.00	Included
49	LCD Information center miles, time, temp, fuel range, gear,etc.	0		STD	\$0.00	Included
50	Inverted cartridge front forks	0		STD	\$0.00	Included
51	Heavy duty 48 AMP charging system	0		STD	\$0.00	Included
52	Locking gas cap	0		STD	\$0.00	Included
53	Appearance					
54	Artwork setup/design (required for paint or decals)	6		Add	\$150.00	\$900.00
55	All white paint	0	VPM1WHT	Add	\$1,100.00	\$0.00
56	Stealth package	0		Add	\$2,800.00	\$0.00
57	Black and white paint	0	VPMWHBL	Add	\$900.00	\$0.00
58	Custom color paint	0		Quote	\$0.00	\$0.00
59	Custom paint or striping to match agency colors	0	Quote	Quote	\$0.00	\$0.00
60	Specify Lighting colors (all red, all blue, etc.)	0	Red/Blue	Quote	\$0.00	\$0.00
61	VPM engine badging (VPM Logo) Sheriff _____ Police _____	6		Add	\$210.00	\$1,260.00
62	Custom engine badging (requires artwork supplied by agency)	0	Custom art	Add	\$260.00	\$0.00
63	Sub Total					\$2,160.00
64	Top Box Options					
65	Top Box large box	6	VPMMOBTL	Add	\$185.00	\$1,110.00
66	Intake-exhaust fan kit	0	VPMFAN-2	Add	\$120.00	\$0.00
67	Computer docking station specify computer and printer	0		Quote	\$0.00	\$0.00
68	Sub Total					\$1,110.00
69	Top Box Light Options					
70	Tomar red/blue lights Rect 14 RB 2 left, 2 right, 2 rear (LED)	6	VPMMOB3	Add	\$150.00	\$900.00
71	Whelen red/blue lights IONSMJ 2 left, 2 right, 2 rear (LED)	0		Add	\$525.00	\$0.00
72	Amber center e-light rear of Top Box (LED)(Code 3,Tomar or Whelen)	6		Add	\$125.00	\$750.00
73	Amber escort turn signal kit (Code 3) (LED)	0	VPMMOBW	Add	\$225.00	\$0.00
74	Amber escort turn signal kit (Tomar) (LED)	0	VPMMOBW	Add	\$250.00	\$0.00
75	Amber escort turn signal kit (Whelen) (LED)	0	VPMMOBW	Add	\$265.00	\$0.00
76	Sub Total					\$1,650.00
77	Front Light Options					
78	HID head light (Low beam only)	0	2877657	Add	\$110.00	\$0.00
79	Headlight modulator flashing headlight(Will not work with HID)	0	HMODCD	Add	\$189.00	\$0.00
80	Windshield Brow lights 4 LED lights red/blue Kit Code 3 XT4MCRB/XT3	6		Add	\$578.00	\$3,468.00
81	Windshield Brow Lights 4 LED lights red/blue Kit Tomar Rect14/Rect 13	0		Add	\$625.00	\$0.00
82	Windshield brow Lights 2 LED Red/Blue light Kit Whelen IONSMJ/LINZ6	0		Add	\$425.00	\$0.00
83	Driving lights LED with wig/wag pursuit mode Moto lights	0	65881R2	Add	\$599.00	\$0.00
84	Driving lights LED no pursuit non wig-wag driving only	0	60112R2	Add	\$400.00	\$0.00
85	Front fender LED red/blue lights (Requires Front Bumper)(Tomar)	0	RECT-14LS-RB	Add	\$128.00	\$0.00
86	Front fender LED red/blue lights (Requires Front Bumper) (Code 3)	6		Add	\$150.00	\$900.00
87	Front fender LED red/blue lights (Requires Front Bumper) (Whelen)	0		Add	\$246.00	\$0.00
88	Alley lights white front fender (Requires Front Bumper)	0	970-AL4	Add	\$120.00	\$0.00
89	Front LED white intersection busters LED (Req front bumper)(Code 3)	1		Add	\$120.00	\$120.00
90	Front LED White intersection buster LED (Req front bumper)(Tomar)	0		Add	\$150.00	\$0.00
91	Front LED white intersection busters LED (Req front bumper)(Whelen)	0		Add	\$195.00	\$0.00
92	Forged bar low profile 180 degree side lights red/blue LED Lighting	1		Add	\$385.00	\$385.00
93	Take down light on handlebars	0		Add	\$335.00	\$0.00
94	Headlight off switch	0		Add	\$110.00	\$0.00
95	Sub Total					\$4,873.00
96	Rear Light Options					
97	Moto GP tail/brake lights	0	MGPTB	Add	\$479.00	\$0.00
98	Moto GP tail/brake/turn lights	0		Add	\$479.00	\$0.00
99	Rear facing fender LED red/blue lights with brackets Tomar Rect 14 RB	0		Add	\$25.00	\$0.00
100	Rear facing fender LED red/blue lights with brackets Whelen IONJ	0		Add	\$118.00	\$0.00
101	Traffic directional arrow top rear of Top box	0		Add	\$165.00	\$0.00

	Description	Qty	Part Number	Add	LE Price	Extension
102	Sub Total					\$0.00
103	Protection					
104	Saddle bag protection bars black with tip over Protection	0	VPMBBBL	Add	\$0.00	\$0.00
105	Saddle bag lid protectors chrome	0	2877478	Add	\$360.00	\$0.00
106	Saddle Bag lid protectors black	0	2877478-B	Add	\$345.00	\$0.00
107	Tubular front highway bar	0	2878325	Add	\$370.00	\$0.00
108	Front bumper (required for front fender lights)	6	2877780	Add	\$165.00	\$990.00
109	Rear fender bumper	0	2877575	Add	\$165.00	\$0.00
110	Gun mount in left saddlebag with electronic lock	0		Add	\$525.00	\$0.00
111	Big mouth exhaust tips required with gun mount	0		Add	\$299.00	\$0.00
112	Sub Total					\$990.00
113	Comfort and Control					
114	Digital switch controller and mount (may be required with options)	0		Add	\$455.00	\$0.00
115	Motorcycle suspension air pump	0	2876654	Add	\$70.00	\$0.00
116	Keyless remote kit (with key over-ride)	0	DGD-KIM-V2	Add	\$390.00	\$0.00
117	Officers backrest and mount kit	6	2878036	Add	\$450.00	\$2,700.00
118	Ghost heel/toe shifter	6	2878176	Add	\$99.00	\$594.00
119	Large billet non-skid surface brake pedal	0	VPMBBP	Add	\$185.00	\$0.00
120	Helmet Lock right hand grip	0	VPM478	Add	\$95.00	\$0.00
121	2" Pull back handle bars without accessorories tabs	0		Add	\$265.00	\$0.00
122	2" Pull back Handle Bars with radio tabs (required with mobile radio)	6	VPMPBH1	Add	\$285.00	\$1,710.00
123	Engine guard leather covers (rain/wind)	0		Add	\$300.00	\$0.00
124	Heated seat standard height	0	2878625	Add	\$600.00	\$0.00
125	Heated seat Lowered height (1.5" drop)	0	2877825	Add	\$665.00	\$0.00
126	Air cool seat cover	0	WOOLSC	Add	\$100.00	\$0.00
127	Heated grips	0	2877658	Add	\$245.00	\$0.00
128	Tire pressure monitor system	0	VPMTSMS	Add	\$365.00	\$0.00
129	True view mirrors set	6	TVMSET	Add	\$78.00	\$468.00
130	Flashlight holder	0	VPMFLD	Add	\$107.00	\$0.00
131	Baton holder	0	VPMBTNH	Add	\$107.00	\$0.00
132	Saddle bag Liners	0	2877743	Add	\$150.00	\$0.00
133	Saddle Bag lid organizers	0	2877742	Add	\$50.00	\$0.00
134	Saddlebag right side organizer shelf (small item storage)	0	TOPSHELF	Add	\$96.00	\$0.00
135	VPM Adjustable Windshield Bracket	6		Add	\$119.00	\$714.00
136	11" Clear Blade	0				\$0.00
137	13" Clear Blade	0				\$0.00
138	CE Windshield 16" C1	0	VPM95727-2	Add	\$258.00	\$0.00
139	Smoked windshield with top lip 10"	0	2876884	Add	\$159.00	\$0.00
140	Smoked windshield with top lip 11"	0	2877758	Add	\$201.00	\$0.00
141	C1 Tall windshield 19" CCT	0	2875828	Add	\$250.00	\$0.00
142	Motorcycle electric Reverse Kit	0	2878073	Add	\$1,699.00	\$0.00
143	Victory commander Series Bike covers	0	2850010	Add	\$179.00	\$0.00
144	Sub Total					\$6,186.00
145	Performance					
146	Stage one performance exhaust	0	2878037	Add	\$699.00	\$0.00
147	Power Commander with dyno tune	0		Add	\$379.00	\$0.00
148	Stage two cam kit	0		Add	\$1,899.00	\$0.00
149	Victoria PD pursuit pipes	0		Add	\$293.65	\$0.00
150	Centrifuge wheel balancer (Set 2 front and 1 Rear)	0	MV-100-106	Add	\$289.95	\$0.00
151	Sub Total					\$0.00
152	Radar					
153	Kustom Signal Raptor moving radar kit	0	RapMVRD	Quote	\$0.00	\$0.00
154	Stalker Moving radar Kit	0	STMR	Quote	\$0.00	\$0.00
155	MPH Bee III Moto Ka-band dual antenna radar package	0		Quote	\$0.00	\$0.00
156	MPH Ranger K-Band dual antenna radar package	0		Quote	\$0.00	\$0.00
157	Kustom Signals Pro Laser 4 hand held	0	LPRVC	Quote	\$0.00	\$0.00
158	Stalker Lidar LR hand held	0		Quote	\$0.00	\$0.00
159	VPM Moving radar installation kit (required for radar install)	0		Add	\$250.00	\$0.00
160	Radar gun holster mounting bracket with ram Ball Mount	0	VPMRGHL	Add	\$155.00	\$0.00

	Description	Qty	Part Number	Add	LE Price	Extension
161	Hand held radar holster (need make and model)	0		Quote	\$0.00	\$0.00
162	Sub Total					\$0.00
163	Communication					
164	Motorola two way radio Kit	0	Motorola	Quote	\$0.00	\$0.00
165	Vertex two way radio Kit	0	Vertex	Quote	\$0.00	\$0.00
166	Mobile two way radio antenna mount (rear of top box)	0		Add	\$58.00	\$0.00
167	PTT/PA switch bracket	6		Add	\$20.00	\$120.00
168	SetCom helmet kit (does not include motorcycle harness)	0	SetCom	Quote	\$0.00	\$0.00
169	SetCom motorcycle harness (does not include helmet kit)	0	SetCom	Quote	\$0.00	\$0.00
170	PVP helmet kit (does not include motorcycle harness)	0	PVP	Quote	\$0.00	\$0.00
171	PVP motorcycle harness (does not include helmet kit)	0	PVP	Quote	\$0.00	\$0.00
172	Internal police radio speaker kit inside fairing with on/off	0		Add	\$140.00	\$0.00
173	VPM police mobile radio installation kit (Required for radio install)	6	VPM	Add	\$250.00	\$1,500.00
174	CB radio kit built in (escort duty)	0		Add	\$1,113.00	\$0.00
175	Sub Total					\$1,620.00
176	Video					
177	Kustom Signals road warrior motorcycle video package	0		Quote	\$0.00	\$0.00
178	Coban motorcycle video package	0		Quote	\$0.00	\$0.00
179	L3 motorcycle video package	0		Quote	\$0.00	\$0.00
180	Digital Safety Technologies motorcycle video package	0		Quote	\$0.00	\$0.00
181	VPM Video equipment installation kit (required for video install)	0		Add	\$250.00	\$0.00
182	Sub Total					\$0.00
183	Shipping					
184	Shipping/freight (FOB Tucson)	6	VPMFRT	Add	\$800.00	\$4,800.00
185	Standard features on the motorcycle	Grand Total				\$179,275.00
186	Popular Options often requested	Per Bike cost (if all configured the same)				\$29,879.17
187						
188	Department Port Orange PD FL					
189	Name Jeff Fontane					
190	Address					
191	Phone					
192	Signature					
193	Date 1/6/2015					
194						
195	Agency equipment to be installed	Make			Model	
196	Mobile radio					
197	Moving Radar					
198	Hand Held Radar					
199	Video					
200	SetCom PTT/PA Motorcycle harness					
201	Computer/printer					
202	Other (Please provide list)					
203						
204	For VPM to order Radar, Radio, Video and Communications equipment					
205	The agency must contact vendor and discuss requirements and send VPM copy of quote for ordering					
206	Form Date 10/23/2013					

|

|

VICTORY POLICE MOTORCYCLES

*Where Enhancing Officer
Safety is Priority ONE!*

*If riding a Victory is work,
bring on the overtime!*

2015 Victory Commander I Port Orange FL



1. All Pearl White Motorcycle (Blackout Package) with ABS **Service Ready** with all equipment installed
2. 5 year unlimited Mile Warranty on Motorcycle and Police up-fit from VPM
3. Fully Equipped Large Top Box Mil Spec Aluminum Standard Size
4. Independent equipped Power pack
5. Front Fairing and engine guard Red/Blue LED emergency lights
6. LED Tail, Brake, Turn signals and Directional Arrow
7. Brake Flash Module
8. Dual Battery Kit
9. Dual Battery float tender/Charger 110V
10. Isolated dual Battery system
11. Second Battery
12. LED Battery Monitor
13. 12VDC Auxiliary port in fairing
14. Chrome Saddlebag Bars with Tip Over protection
15. Floorboard Skids (protectors)
16. Emergency Switches Lights-Siren-Air horn
17. Red/Blue lights side and rear of Top Box, Front rear fenders and light Brow
18. Amber Escort/Turn Signal Light Kit
19. Moto GP tail/Brake/Turn LED Lights
20. Cell Phone Charge cable interface
21. Siren Speaker Public Address ready
22. Siren Amp with PTT capability
23. Air Horn
24. Weather Band radio with AM/FM (MP3/IPOD ready)
25. Electronic Cruise Control
26. Adjustable Rear Air Suspension
27. Adjustable front brake lever
28. Stainless steel braided Brake lines
29. Dual Floating Brake Rotors Front ABS Brakes
30. Single Floating Rotor Rear ABS Brakes
31. Adjustable Foot controls
32. Locking Hard Saddlebags
33. Forged Steel Engine Guard with engine guard light
34. 2 inch Pull back Handle bars with radio tabs
35. Freedom 106 Cubic Inch Direct Fuel Injection Oil/Air cooled Motor with Oil Cooler, Overhead Cams with Roller Rockers, 4 valves per Cylinder. Dual Pursuit Exhaust
36. 6 Speed overdrive transmission
37. Heel/Toe Shifter
38. LCD information center, Miles, trips, time, temp, fuel range, gear, MPH Avg, speed Avg, stop watch
39. 110V Connection for power management
40. Inverted cartridge forks
41. 48 AMP Charging system
42. Officers Back Support
43. Adjustable Windshield with LED lights
44. Locking gas cap
45. True View Mirrors
46. PTT/PA Switch Bracket
47. Radio Installation (existing equipment)



Victory Police Motorcycles
1106 N. Anita Ave., Tucson, AZ 85705

sales@victorypolicemotorcycles.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349

VICTORY POLICE MOTORCYCLES

*Where Enhancing Officer
Safety is Priority ONE!*

*If riding a Victory is work,
bring on the overtime!*



Quote #2 (All Pearl White w/ Blackout Pkg)

CASH PRICE

5 New *With* Maintenance: \$164,322.42
5 New *Without* Maintenance: \$149,395.85

TAX EXEMPT FINANCING OPTIONS

Obligor/Lessee: City of Port Orange, FL
Trade-In: N/A
Documentation: Provided by VPM - Tax Exempt, Bank Qualified, Installment Purchase
Payment Structure: Monthly or Annual: 1st payment due at delivery
Subsequent annual payments due early FY16



Term:	5 Years	
# of Motorcycles:	6 New Motorcycles	
Routine Maintenance:	<u>INCLUDED*</u>	<u>NOT INCLUDED</u>
Annual Billing:	\$38,565 per year	\$34,555 per year
-or-		
Monthly Billing:	\$3,293 per month	\$2,952 per month

Final Balloon/Residual: \$31,800 \$31,800
Documentation: All necessary documents will be supplied by VPM.

***Service included:** Lease includes all regular scheduled maintenance, all brake pads, oil changes, fork oil, 1 clutch per bike per year, all tires, belts and one battery per bike per year.

Not covered items:
Damage such as dents, crashes, fuel, or damages out-side of normal wear and tear items, and abuse.

OAC – Payments are indexed to market rates and conditions until funding. Once the transaction funds, the payments are fixed for the term. Final balloon payment can be made by the City or VPM.

Victory Police Motorcycles
1106 N. Anita Ave., Tucson, AZ 85705

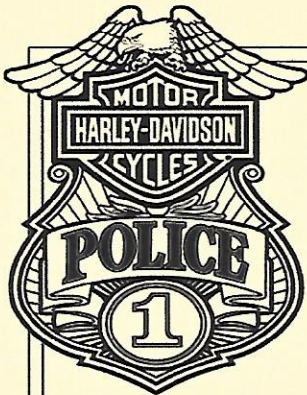
sales@victorypolicemotorcycles.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349

DESCRIPTION	VICTORY COMMANDER I	HARLEY ROAD KING
BASE PRICE	\$19,699.00	\$17,000.00
WARRANTY	5 YEARS	2 YEARS
12vdc power port in fairing	INCL.	INCL.
Weather band radio with AM/FM	INCL.	INCL.
Cell phone charger	INCL.	INCL.
Electronic cruise control	INCL.	INCL.
Adjustable rear air suspension	INCL.	INCL.
Adjustable front brake lever	INCL.	INCL.
Stainless steel braided brake lines	INCL.	INCL.
Dual floating brake rotors with front ABS brakes	INCL.	INCL.
Single floating brake rotor with rear ABS brakes	INCL.	INCL.
Adjustable foot controls	INCL.	INCL.
Locking hard saddlebags	INCL.	INCL.
Direct fuel injected motor	INCL.	INCL.
Oil/air cooled motor with oil cooler	INCL.	INCL.
Overhead cams with roller rockers and 4 valves per cylinder	INCL.	INCL.
6 speed over drive transmission	INCL.	INCL.
LCD Information center miles, time, temp, fuel range, gear,etc.	INCL.	INCL.
Inverted cartridge front forks	INCL.	INCL.
Heavy duty 48 AMP charging system	INCL.	INCL.
Locking gas cap	INCL.	INCL.
POLICE ONLY ITEMS		
BASE BIKE EQUIPMENT		
All Black Paint	\$0.00	\$0.00
All White Paint	\$0.00	\$0.00
Stock 10" clear windshield	\$0.00	\$0.00
Standard size mobile top box and mounts	\$1,520.00	N/A
Siren AMP	\$390.00	N/A
Siren/PA speaker	\$180.00	N/A
Dual battery kit with built in tender	\$225.00	N/A
110 vac port for dual battery charger	\$52.00	N/A
Aux battery monitor	\$82.00	N/A
Top Box keyed to bike Lock	\$125.00	N/A
12VDC External power port-radar gun-etc	\$28.00	N/A
12VDC Internal power port-cell phones-computers-flashlight	\$28.00	N/A
Turn/tail/brake light bar top rear of Top Box	\$160.00	N/A
Interceptor lights front of fairing pair of red/blue	\$352.00	\$1,000.00
Lights 4 side lights and 2 rear lights (Code 3)	\$380.00	\$1,000.00
Blue LED light bars rear (license plate)	\$90.00	N/A
Dash LED's E-lights (red),headlight off (amber),aux power on (green)	\$70.00	N/A
Rear facing fender LED red/blue lights with brackets (Code 3)	\$197.00	N/A
Saddle bag protection bars chrome with tip over protection	\$625.00	N/A
Forged front highway bar kit	\$615.00	N/A
Engine protection skid plate	\$250.00	N/A
Floor board protectors 1/4" thick	\$120.00	N/A
Handle bar switches (emergency lights/sirens)	\$187.00	N/A
Handle bar brackets for switches (powder coat)	\$125.00	N/A
Cruise/radio switch brackets (powder coat)	\$28.00	N/A
Police wire harness	\$200.00	N/A

Hardware and brackets	\$125.00	N/A
Ignition relocation to right handle bar	\$55.00	N/A
Off Road Switch	\$73.00	N/A
TOTAL BASE BIKE ADDS	\$6,282.00	\$2,000.00
SUBTOTAL	\$25,981.00	\$19,000.00
OPTIONAL ITEMS SELECTED		
ALL DECALS, ARTWORK, BADGES ETC.	\$150.00	N/A
POLICE BADGING	\$210.00	N/A
UPGRADED LARGE TOP BOX	\$185.00	N/A
TOMAR RED/BLUE LIGHTS (6)	\$150.00	N/A
AMBER CENTER E-LIGHT LED LIGHT	\$125.00	N/A
WINDSHIELD BROW LIGHTS 4-LED	\$578.00	N/A
FRONT FENDER LED RED/BLUE LIGHTS	\$150.00	N/A
WHITE LED INTERSECTION BUSTERS	\$20.00	N/A
FORGED BAR 180 DEGREE SIDE RED/BLUE LED LIGHTS	\$64.17	N/A
FRONT BUMPER	\$165.00	N/A
BACKREST	\$450.00	N/A
GHOST HEEL/TOR SHIFTER	\$99.00	N/A
PULL BACK HANDLE BARS W/RADIO TABS	\$285.00	N/A
TRUE VIEW MIRRORS	\$78.00	N/A
VPM ADJUSTABLE WINDOW BRACKET	\$119.00	N/A
PTT/PA SWITCH BRACKET	\$20.00	N/A
RADIO & RADAR INSTALLATION	\$250.00	N/A
SHIPPING	\$800.00	INCLUDED
PRICE TO PURCHASE OUTRIGHT. NO TRADE IN.	\$29,879.17	\$19,000.00
OUTSOURCED POLICE PACKAGE	\$0.00	\$5,075.60
OUTSOURCED COMMUNICATIONS INSTALLATION	\$0.00	\$500.00
GRAND TOTAL DELIEVERD	\$29,879.17	\$24,075.60

Unit #	Description	In Service Date	Purchase Cost	Trade-In Value	Actual 24 mo. Maintenance	24 month Lease. Maint. Incl.
1822	2009 Harley	6/9/2009	\$14,884	\$7,500	\$7,950	\$12,000
1824	2009 Harley	6/9/2009	\$14,884	\$7,500	\$3,952	\$12,000
1837	2010 Harley	5/14/2010	\$16,892	\$8,500	\$9,283	\$12,000
1838	2010 Harley	5/14/2010	\$16,892	\$8,000	\$9,398	\$12,000
1839	2010 Harley	5/14/2010	\$16,892	\$8,500	\$7,999	\$12,000
1884	2012 Harley	6/5/2012	\$17,750	\$9,500	\$2,481	\$12,000
Totals			<u>\$98,194</u>	<u>\$49,500</u>	<u>\$41,063</u>	<u>\$72,000</u>



BRUCE ROSSMEYER'S

HARLEY-DAVIDSON

POLICE & FLEET SALES

Barry T. Kuhnly
Manager

December 22, 2014

Mr. Jeff Fontane
Fleet Superintendent
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Dear Mr. Fontane:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow up to our conversation and an open proposal offered for your review and consideration.

Daytona Harley-Davidson has recently been awarded the 2015 Florida Sheriff's Association State contract for the purchase of Harley-Davidson police motorcycles. FSA Contract Number 14-22-0904.

Please accept the following quote.

2015 FLHP Road King solid birch white per bike	\$17,000
--	----------

Total five bikes	\$85,000
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If you have any further questions please feel free to contact me at any time.

Thanking you in advance,


Barry T Kuhnly

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: bkuhnly@brhd.com





BRUCE ROSSMEYER'S

HARLEY-DAVIDSON

POLICE & FLEET SALES

Barry T. Kuhnly
Manager

December 26, 2014

Mr. Jeff Fontane
Fleet Superintendent
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Dear Mr. Fontane:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow up to our conversation and an open proposal offered for your review and consideration.

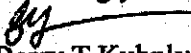
Daytona Harley-Davidson is prepared to lease to the City of Port Orange, 2015 Harley-Davidson FLHP Road King police motorcycles solid birch white on a two year lease for \$350.00 per month per motorcycle. Accident damage, training damage, clutch repair, and maintenance are not included. At the end of the two years Daytona Harley-Davidson would renew the lease for an additional two years under the same terms and conditions.

Daytona Harley-Davidson would exchange the police emergency equipment from the 2015 model year motorcycle to the 2017 model year motorcycle at **no charge** to the City of Port Orange. This would enable the City of Port Orange to have the newest model available in two years at no additional cost.

I have enclosed a lease agreement for your review.

If you have any further questions please feel free to contact me at any time.

Thanking you in advance,


Barry T Kuhnly

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: bkuhnly@brhd.com



MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 26th day of December 2014, by and between Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 ("Dealer" or "Lessor") and the City of Port Orange, (the "Department" or "Lessee"), whose address is 1000 City Center Circle, Port Orange, FL 32129 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twenty-four (24) months commencing on January 1, 2015 and ending on December 31, 2016. Lessee shall have the right to extend the term of this Lease for an additional two years under the same terms and conditions. If Lessee elects to renew the lease under the same terms and conditions, the Lessor will exchange the police emergency equipment to the new model **at no charge** to the City of Port Orange.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$350.00** for each vehicle commencing January 1, 2015.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees. Lessor will be responsible for any charges to swap the emergency equipment from one model year to the next should the Lessee renew the lease for an additional two years. Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicles.

4. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles. Lessee agrees to service the vehicles according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles, and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty.

5. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent.

6. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on your insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records. As an alternative to the insurance required of Lessee, Lessee may provide proof to Lessor that it is self-insured.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

8. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

Lessor agrees to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessor.

Lessee does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.

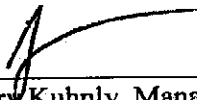
9. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessee from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

10. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Lessor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Tires shall have minimum of 4/32 tread depth
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Service must be up to date as per factory recommendations

DAYTONA HARLEY-DAVIDSON

CITY OF PORT ORANGE

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

By: _____
Signature

Title: _____

Print Name

EXHIBIT "A"

December 26, 2014

Lessee's Name: City of Port Orange

Model Year: 2015

Model Description: FLHP, birch white

Number of Units: 6

Vehicle Identification Numbers:

1-6 to be determined

City of Port Orange Police Department

Victory vs. Harley Davidson Motorcycle

Prepared: Jan. 14, 2015

Price per Motorcycle

LEASE OPTION

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Grand Total
Victory Commander I						
Victory Lease - No Maintenance	5,759	5,759	5,759	5,759	5,759	28,795
Maintenance	3,422	3,422	3,422	3,422	3,422	17,110
Total	9,181	9,181	9,181	9,181	9,181	<u>45,905</u>
Victory Lease - Maintenance Included						
Maintenance	0	0	0	0	0	0
Total	6,428	6,428	6,428	6,428	6,428	<u>32,138</u>
Harley Lease - No Maintenance	4,200	4,200	4,200	4,200	4,200	21,000
Make-ready costs (purchase)	7,075					7,075
Maintenance	3,422	3,422	3,422	3,422	3,422	17,110
Total	14,697	7,622	7,622	7,622	7,622	<u>45,185</u>

PURCHASE OPTION

Victory Purchase	19,699	0	0	0	0	19,699
Make-ready costs	10,180	0	0	0	0	10,180
Maintenance	3,422	3,422	3,422	3,422	3,422	17,110
Estimated Auction Value					-8,000	-8,000
Total	33,301	3,422	3,422	3,422	-4,578	<u>38,989</u>
Harley Davidson Road King						
Harley Purchase	17,000	0	0	0	0	17,000
Make-ready costs	7,075	0	0	0	0	7,075
Maintenance	3,422	3,422	3,422	3,422	3,422	17,110
Estimated Auction Value					-8,000	-8,000
Total	27,497	3,422	3,422	3,422	-4,578	<u>33,185</u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Halifax Paving Request for Contract Extension

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Discussion and consideration of granting a contract extension with a new payment and performance bond.

SUMMARY: Halifax Paving has requested an extension of time to complete some of the improvements and a new payment and performance bond to cover the costs of the incomplete improvements. On December 30, 2014 Public Utilities and the Project Engineer received for review the estimated costs for completion of the project and the preliminary as-built for the lake excavations. Public Utilities has provided a copy of the most recent excavation report. Public Utilities and the Project Engineer are currently evaluating the data to determine what further excavations are required. A preliminary draft extension has been prepared for your consideration and modifications may be required based on staff reports.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Draft Amendment No 2	Draft Amendment No 2.pdf
----	----------------------	--------------------------

Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 01/13/2015
Approved - 01/15/2015
Final Approval - 01/15/2015

Amendment No. 2 to Extension Agreement for
Excavation and Stockpiling of Fill Material
City of Port Orange Wellfields

This Amendment No. 2 to the Extension Agreement for Excavation and Stockpiling of Fill Material City of Port Orange Wellfields, hereinafter Amendment No. 2 is entered in to this _____ day of January, 2015, by the City of Port Orange, hereinafter called "Owner", and Halifax Paving, Inc. a Florida corporation, whose business address is 860 Hull Road, Ormond Beach, Florida 32174, hereinafter called "Contractor," and collectively referred to as the "Parties."

Whereas, Contractor was awarded an agreement pursuant to Bid No. 05-04 on January 5, 2005 to furnish all labor, superintendence, materials, and equipment and to perform all other obligations imposed by the contract for the excavation of fill material at the City of Port Orange Wellfields and agreed to Change Orders No. 1, 2 and 3; and

Whereas, on December 10, 2013, the Parties entered into an Extension Agreement providing for the completion of work on or before December 31, 2014; and

Whereas, on July 17, 2014, the Parties entered into an Amendment No. 1 to the Extension Agreement; and

Whereas, the City has determined that it is not cost feasible to obtain the storm water management permit and to construct the storm water facilities required to widen Shunz Road; the Contractor has performed stabilizing improvements to the north side of Shunz Road to the extent permitted and has provided a current excavation as-built of a substantial portion of Lake A; and

Whereas, the City requires the completion of Lake "A" to conform with the plans and specifications and the area of fill dirt required for removal is more particularly identified in the attached Exhibit "A"; and

Whereas, the City has analyzed the outfall needs of the project; the City intends alternatively to utilize the proposed outfall system for the project and the construction of the spillways are not desired by the City; and

Whereas, the City currently has the stockpile site in use and does not desire the final grading and sodding of the stockpile site; and

Whereas, the Parties desire to amend the performance terms and to amend the financial guarantees for this Amendment No. 2 as more particularly set forth hereinafter.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Contractor agrees to complete the scope of work as set forth in the plans and specifications and as described in the attached Exhibit "B".
3. Contractor agrees to continue to guarantee the completion of the improvements as set forth in the plans and specifications and as described in the attached Exhibit "B" and "C"; and the City agrees that the Contractor shall provide a Payment and Performance Bond and Rider for the scope of work in the amount of \$ _____.
4. The City agrees to extend to June 30, 2015 the time for the Contractor's completion of the scope of work.
5. The Parties agree that the scope of work including the widening of Shunz Road, the final grade and sod of the stockpile site and the construction of spillways shall be deleted from the contract.
6. This Amendment No. 2 and the work affected thereby, is subject to all provisions of the original contract not specifically changed by prior change orders and extensions.
7. It is expressly understood and agreed that all terms and conditions of the original agreement and any change orders and any extensions shall remain in full force and effect except as specifically modified herein.

In Witness hereto, the Parties have executed this Amendment No. 2 the day and year set forth hereinafter.

[This space intentionally left blank]

OWNER:
City of Port Orange, a municipal corporation

DRAFT

By: _____
Allen Green, Mayor

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

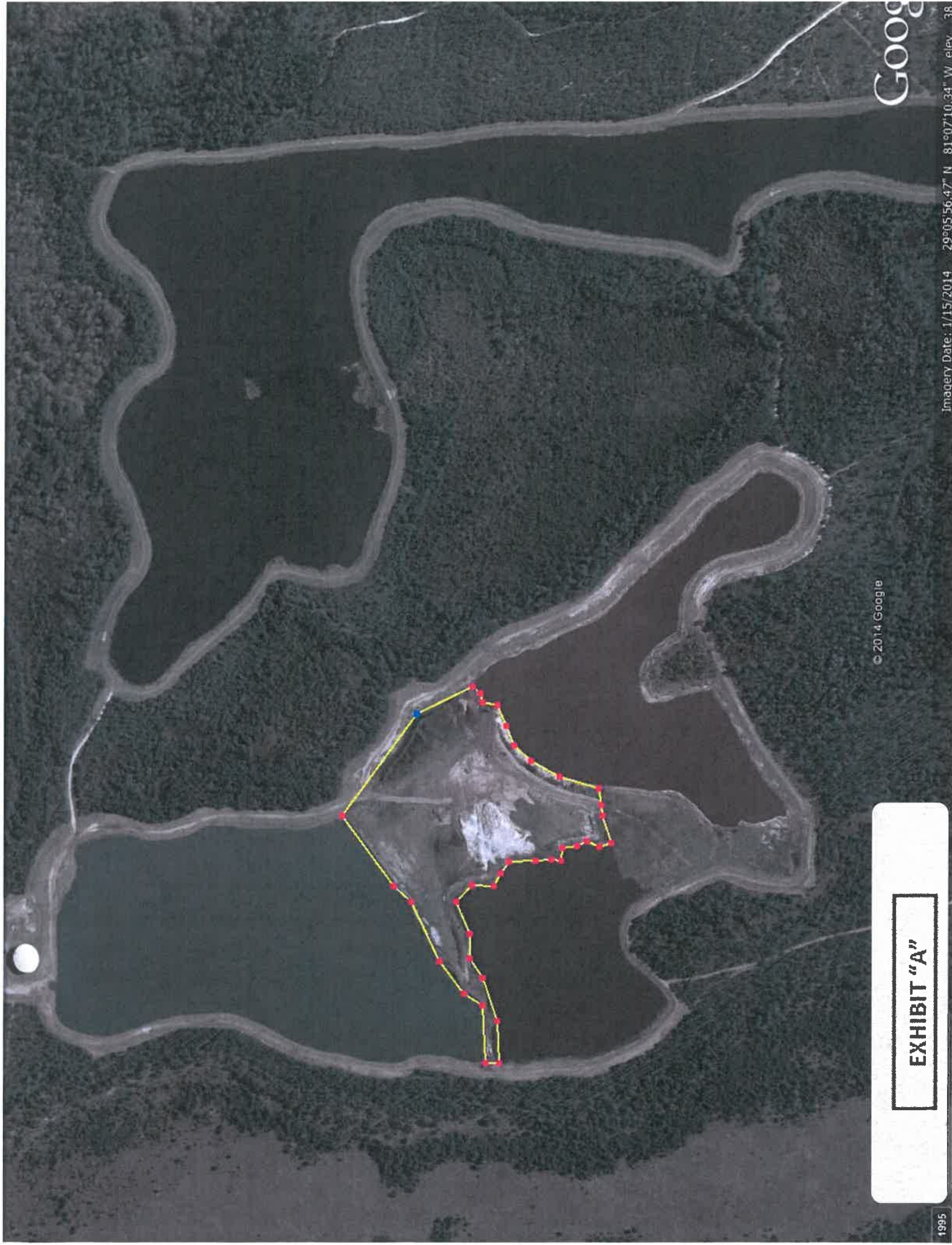
Date: _____

CONTRACTOR:

Halifax Paving, Inc., a Florida corporation

BY: _____
Thomas Durrance, President

Date: _____



© 2014 Google

Google

Imagery Date: 1/15/2014 29°05'56.47" N 81°07'10.34" W elev 38'

EXHIBIT "A"

EXHIBIT B
To Agreement between Halifax Paving, Inc.
and the City of Port Orange
For Excavation and Sale of Fill dirt
awarded for Bid No. 05-04 on January 5, 2005,
Change Orders No. 1, 2, and 3;
Extension Agreement dated December 10, 2013,
Amendment No. 1 dated July 17, 2014,
Amendment No. 2 dated January 20, 2015

The scope of work for completion, includes the following:

1. Completed digging of Lake "A"	\$	_____
Option shallow elevation 30' or		
2. Final As-built drawing of Lake "A"		10,000.00
3. Proposed Costs attached as Exhibit "C" for the following:		97,835.20
4. Shell placed on Jeep Trails		
5. 2-40' driveways		
6. Restore shoulder on north side of Shunz Road		
7. Restore/repair and overlay access roadways		
8. Final grading, including berm and sodding on lakes and roadways		
9. FPL power pole replacement costs paid to FPL		
10. Contractor's reimbursement for Remedy temp work		

Total costs of improvements for bond amount	\$	_____
---	----	-------

The scope of work removed from the contract, includes the following:

1. Widen Shunz Road
2. Final grade and sod stockpile site
3. Construct Spillways

Total decrease in contract amount	\$	_____
-----------------------------------	----	-------

Halifax Paving, Inc.

DATE: 12/30/2014

P.O. Box 730549 Ormond Beach, FL 32173

Phone 386-676-0200 Fax 386-676-0803

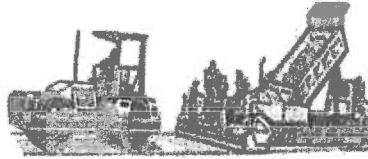
TIME: 1:27 PM

E-mail: halifaxpaving@cfl.rr.com

TO: City Of Port Orange
1000 City Center Parkway
Port Orange, FL 32127

ATTN: Fred Griffith
PHONE:

FAX:



JOB NAME: Reclaimed Lake Phase 2 Close Out

LOCATED AT: Port Orange, FL

PLANS BY:

DATE OF PLANS:

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Shell To Jeep Trails	5	EA	\$ 500.00	\$ 2,500.00
40' Driveways	2	EA	\$ 1,200.00	\$ 2,400.00
Restore/Repair & Overlay Access Roadway	1	LS	\$ 11,500.00	\$ 11,500.00
Sod For Lake & Roadways	3467	SY	\$ 1.60	\$ 5,547.20
Seed & Mulch Disturbed Areas	12960	SY	\$ 0.30	\$ 3,888.00
1" PL Pole Replacement	1	EA	\$ 2,000.00	\$ 2,000.00
Asphalt Repairs For Shunz Road	1	LS	\$ 10,000.00	\$ 10,000.00
1/2 Of Ticket Taker Cost	1	LS	\$ 15,000.00	\$ 15,000.00
Final Grading Of Slopes, Roads, Shoulders, Swales And	1	LS	\$ 20,000.00	\$ 20,000.00
North Stabilized Lane On Shunz Road				
Contingency	1	LS	\$ 25,000.00	\$ 25,000.00

We propose to execute the above scope of work for the sum of:

\$ 97,835.20

EXCLUSIONS:

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE
ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL
THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL
Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal
This Proposal may be withdrawn by us if not accepted within 30 days
All work is guaranteed to be as specified
All work is to be completed in a workmanlike manner according to standard construction practices
Any alteration or deviation from the above scope of work, will be executed only upon written orders
Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal
Owner to carry Fire, Tornado, Hurricane and other necessary insurance
Our Workers are fully covered by Workmen's Compensation Insurance

Acceptance of Proposal -

The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.
Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date of Acceptance _____

Authorized Signature _____ Date of Acceptance _____

EXHIBIT "C"

ACTIVITIES

Clear & Grubb (Haul Offsite)
Clear & Grubb (Burn Onsite)
Clear & Grubb (Selective)
Clear & Grubb ROW
Clear Utility Easements
Clear Retention Ponds
Clear Building Pad
Clear & Grubb
Clear & Grubb Lots

Demolition
Demolition and Clearing

Dewatering

Regular Excavation
Excavate Unsuitables
Excavate Retention Ponds
Excavate Road ROW
Excavate Ditches
Excavate Canals
Excavate and Compact Building Pads
Excavate & Haul Off Unsuitables
Overexcavate Pond Slopes

Strip Topsoil
Strip Site
Remove Strippings From Site
Remove Building Pad Unsuitables
Remove Asphalt Base
Haul Off Excess Fill
Imported Fill
Imported Fill Lots
Imported Fill Building Pads
Imported Fill Allowance
Fill Existing Ponds

Fill ROW
Fill From On-Site Borrow Pit
Fill Rim Ditches
Backfill Unsuitables
Backfill Slopes with Strippings
Clay Core for Berm
Clean Sand Backfill
Place and Compact Powerline Matting

Grade Road ROW
Grade Building Pads +/- 0.1 ft.
Site Grading +/- 0.1 ft.
Rough Grading
Dirt Road Grading
Ditch Grading
Lot Grading
Swale Grading
Berm Grading
Mitigation Areas Grading
Recharge Swale Grading
Spread Stockpiles

Underground Utilities
Overflow Wier
Concrete Flumes
Rip Rap
Ditch Blocks

4" Gravel
6" Gravel
8" Gravel
10" Gravel
12" Gravel
4" Shell
6" Shell
8" Shell
10" Shell
12" Shell

2' Stabilized Subbase
6" Stabilized Subbase
8" Stabilized Subbase

10" Stabilized Subbase
12" Stabilized Subbase
6" Stabilized Shoulder
8" Stabilized Shoulder
10" Stabilized Shoulder
12" Stabilized Shoulder
6" Compacted Subbase
8" Compacted Subbase
10" Compacted Subbase
12" Compacted Subbase
Stabilized Turn-Around
Stabilized Grass Parking
Stabilized Path

6" x 12" Curb
6" x 18" Trench Curb
18" Type 'F' Curb
18" Miami Curb
1' Ribbon Curb
2' Band Curb
2' Valley Gutter
2' Standard Curb
2' Miami Gutter
2' Flat Curb
Type 'A' Curb
Type 'E' Curb
Valley Gutter
Island Curb
Environmental Curb
Concrete Median

6" Rap Base
8" Rap Base
10" Rap Base
12" Rap Base
6" Soil Cement Base
8" Soil Cement Base
10" Soil Cement Base
12" Soil Cement Base
6" Limerock Base
8" Limerock Base

9" Limerock Base
10" Limerock Base
12" Limerock Base
14" Limerock Base
16" Limerock Base
6" Crushed Concrete Base
8" Crushed Concrete Base
10" Crushed Concrete Base
12" Crushed Concrete Base
8" Asphalt Base
10" Asphalt Base
12" Asphalt Base

Asphalt and Base
ABC-3 Asphalt Base
1" Type 1 Asphalt
1 1/4" Type 1 Asphalt
1 1/2" Type 1 Asphalt
1 3/4" Type 1 Asphalt
2" Type 1 Asphalt
5/8" Fc-3 Asphalt
1" Fc-3 Asphalt
1" Fc-6 Asphalt
1 1/2" Fc-6 Asphalt
1" S-3 Asphalt
1 1/4" S-3 Asphalt
1 1/2" S-3 Asphalt
2" S-3 Asphalt
3/4" S-1 Asphalt
1" S-1 Asphalt
1 1/4" S-1 Asphalt
1 1/2" S-1 Asphalt
2" S-1 Asphalt
2 1/2" S-1 Asphalt
3" S-1 Asphalt
3 1/2" S-1 Asphalt
2" P401 Asphalt
3/4' Friction Course
1" Overlay
Sealcoat
Stamped Asphalt
Milling

Stamped Concrete
Paverblocks
6" Concrete Drive
8" Concrete Drive
10" Concrete Drive
4" Concrete
5" Concrete
6" Concrete
8" Concrete
10" Concrete
12" Concrete
4" Concrete Sidewalk
4" Concrete Sidewalk Around Building
4" Concrete Sidewalk 4' Wide
4" Concrete Sidewalk 6' Wide
4" Concrete Sidewalk 8' Wide
6" Concrete Sidewalk
6" Concrete Sidewalk 4' Wide
6" Concrete Sidewalk 6' Wide
6" Concrete Sidewalk 8' Wide
8' Concrete Bike Path
10' Concrete Cart Path
4" Concrete Basketball Court
Dumpster Pad

Silt Fence
Turbidity Barrier
Tree Protection
Hay Bales
Landscaping
Landscaping and Irrigation
Fabriform
Erosion Matting
Temporary Fencing & Gates
Fencing & Gates
Ballfied Clay
Lighting

Maitenance of Traffic
Construction Staking
As-Builts

Striping
Striping and Signs
Temporary Striping
Wheel Stops
Bollards
Barricades
Gaurdrail
Stop Signs
Conservation Area Signs
Relocate Traffic Control Devices
Timber Retaining Wall
Retaining Walls
Soil Tracking Device
Testing
Mobilization

Sod Recharge Swales
Fumigate Under Bermuda Sprigs
Seed & Mulch
Seed & Mulch Lots
Seed & Mulch Site
Seed & Mulch Swale and Retention Areas
Seed & Mulch ROW
Seed & Mulch Pond
Sod St. Augustine
Sod Lake Slopes-Bahia
Sod ROW-Bahia
Sod BOC-Bahia
Sod Swale-Bahia
Sod Ditch-Bahia
Sod 2' Strip-Bahia
Sod Disturbed Areas
Sod Rear Lot Slopes
Mitigation Plannings
Turf Pavers

Permits (Allowance)
Performance and Payment Bond

UNITS

EA

LF

LS

SF

SY

CF

CY

AC

TON



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Monthly Financial Report

DEPARTMENT: Finance

RECOMMENDED MOTION: Motion to accept the financial reports as presented

SUMMARY: The attached report details financial results for the first three months of the fiscal year through December 2014. The format of the reports is quite different from what has been presented in the past. We hope that you will find the new format to be more informative and more easily understood.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Financial Report - December 2014	Monthly Financial Report DEC-14 - Final - Revised.pdf
----	----------------------------------	---

Riehm, Tracey
Harden, David

Created/Initiated - 01/14/2015
Final Approval - 01/15/2015



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: David Harden, Interim City Manager
FROM: Tracey Riehm, Interim Finance Director
DATE: January 20, 2015
SUBJECT: Highlighting of the December Financial Report

Attached are interim financial reports and highlights of activity for the City's five major funds for the period ending December 31, 2014, which represents 25% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first three months of the current fiscal year, the General Fund received a total of \$12,286,993 in revenues, which is 38% of general fund revenues for the year. \$11,875,428 was operating revenue and \$411,565 were contributions from the enterprise funds. These revenues include \$8,812,990 or 84% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first quarter of the fiscal year. General fund revenues are in line with prior year activity during the first quarter.

Expenditures: The first three months operating expenditures amounted to \$7,054,196, or 22% of the estimated expenditures for the year, with an additional encumbered amount of \$1,546,199. On a percentage basis, year-to-date expenditures are the same as in the past two years; however actual expenses are \$349,030 more than at this time last year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first three months of the current fiscal year, the Building Special Revenue Fund received \$237,659 or 25% of the annual budget. This is \$48,516 less last year and revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$221,952 or 23% of estimated expenditure for year and in line with expectations. Year to date, Building Special Revenue Fund's net position has increased by \$15,695.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund collected \$4,584,430 in operating revenues during the first three months, which is 18% of projected revenues for the year and \$751,705 less than last fiscal year primarily because of reductions in charges for water and sewer.

Expenses: The first three month's operating expenses excluding depreciation amounted to \$2,906,746 or 19% of estimated expenses for the year, with an additional \$1,507,966 encumbered. Actual total year-to-date expenses including non-operating expenses are \$2,935,596. At this time, the water and sewer fund has an operating profit of \$1,677,684, but after transfers the fund is posting a loss of \$853,642.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's first three months of operating revenues were \$1,346,572, which is 20% of the annual budget and \$114,803 less than last year. The chart below and the attached financial statement provide additional detail.

Expenses: The Solid Waste Fund's first three month's operating expenses excluding depreciation total \$1,133,098 or 17% of estimated expenses for the year, with an additional encumbered amount of \$4,936,001. The Solid Waste fund currently has operating income before transfers of \$213,474 and a change in net position of \$165,008 after allowing for transfers in lieu of taxes.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's operating revenues for three months amount to \$3,119,874, or 82% of the annual budget and \$84,006 more than last year. Increased revenue in the first quarter represents the collection of Drainage fees by the non-advalorem method.

Expenses: Drainage/utility operating expenses are in line with expectations. For the first three months operating expenses totaled \$372,680 which is 23% of the annual budget and \$24,225 more than last year. An additional \$108,947 is encumbered. After allowing for transfers in lieu of taxes and debt service payment transfers, the Drainage fund reported an increase in net position of \$2,175,012 which is slightly less than at this time last year.

The attached financial statement provides additional detail.

YMCA REPORT

The financial report for the period ending November 30, 2014 for the YMCA is attached. The report for December 31, 2014 was not yet available at the time this report was prepared.

GOLF COURSE REPORT

The financial report for the period ending December 31, 2014 for the Cypress Head Golf Course is attached. Detailed statements are available in the Finance Department.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Interim Finance Director

City of Port Orange Revenue Comparison - General Fund (001) Period Ending: December 31 (25 % of the Fiscal Year)									
Sub Activity	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Unaudited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	8,426,754	10,314,613	82%	8,560,049	10,360,132	83%	8,812,990	10,482,626	84%
SALES & USE TAXES	0	678,287	0%	0	717,597	0%	0	676,307	0%
UTILITY SERVICE TAXES	858,733	4,599,253	19%	905,159	5,002,091	18%	869,586	4,741,600	18%
COMMUNICATIONS SERVICE TX	176,722	2,075,119	9%	167,021	1,972,034	8%	164,101	1,919,331	9%
LOCAL BUSINESS TAX	30,162	145,390	21%	25,518	122,860	21%	24,239	145,390	17%
FEES & PERMITS	290,017	2,985,926	10%	277,645	3,200,700	9%	309,123	3,001,600	10%
INTER GOVT	635,183	4,545,322	14%	686,327	4,784,473	14%	722,840	4,705,508	15%
CHARGES FOR SERVICE	590,645	2,370,853	25%	537,698	2,327,527	23%	566,075	2,328,501	24%
FINES & FORFEITS	24,674	144,421	17%	33,172	165,185	20%	45,245	123,700	37%
MISC REVENUE	311,741	626,226	50%	304,157	1,255,170	24%	361,229	1,028,307	35%
INTERFUND TRANSFER	0	150,082	0%	0	65	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	430,671	1,722,684	25%	414,093	1,656,372	25%	411,565	1,646,259	25%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	1,620,666	0%
GENERAL FUND REVENUE:	\$11,775,302	\$30,358,176	39%	\$11,910,839	\$31,564,206	38%	\$12,286,993	\$32,419,795	38%

City of Port Orange Expense Comparison - General Fund (001) Period Ending: December 31 (25 % of the Fiscal Year)									
Department Description	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Unaudited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	509,342	2,061,306	25%	422,802	2,014,450	21%	475,567	3,339,262	14%
MAYOR & COUNCIL	47,535	191,560	25%	45,523	198,686	23%	41,971	202,322	21%
CITY MANAGER	76,888	516,348	15%	106,441	488,987	22%	80,134	475,424	17%
LEGAL SERVICES	99,162	469,526	21%	112,330	515,978	22%	106,758	615,571	17%
CITY CLERK	60,548	248,094	24%	56,746	255,706	22%	67,628	264,979	26%
FINANCE	145,473	686,937	21%	162,044	740,966	22%	201,116	960,543	21%
PERSONNEL	92,726	358,191	26%	59,444	276,184	22%	78,415	329,009	24%
COMMUNITY DEVELOPMENT	274,107	1,292,172	21%	311,473	1,298,459	24%	307,252	1,393,840	22%
FIRE SERVICES	1,893,015	7,617,193	25%	1,918,115	8,268,188	23%	1,893,836	8,073,883	23%
POLICE	2,275,031	10,868,012	21%	2,456,870	11,095,306	22%	2,785,491	11,655,466	24%
PUBLIC WORKS	417,094	1,874,039	22%	393,407	1,875,210	21%	437,696	2,118,947	21%
PARKS MAINTENANCE	348,055	1,659,830	21%	468,542	1,830,748	26%	373,150	1,937,071	19%
RECREATION	99,376	629,992	16%	126,397	684,616	18%	125,092	767,201	16%
ATHLETICS	81,084	335,950	24%	63,472	287,959	22%	78,749	269,619	29%
POGTV	376	9,501	4%	1,559	6,313	25%	1,341	16,658	8%
GENERAL FUND EXPENSES:	\$6,419,812	\$28,818,651	22%	\$6,705,165	\$29,837,756	22%	\$7,054,196	\$32,419,795	22%
Excess of Revenue over(under) Expenditures	\$5,355,490	\$1,539,525		\$5,205,674	\$1,726,451		\$5,232,797	\$0	

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)									
Period Ending: December 31 (25 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	204,582	1,598,360	13%	285,929	1,176,045	24%	237,659	936,200	25%
Miscellaneous	(1,086)	3,929	0%	246	83	296%			0%
Total operating revenues	203,496	1,602,289	13%	286,175	1,176,128	24%	237,659	936,200	25%
Expenditures									
General government:									
Planning and community development	191,245	827,244	23%	190,474	863,069	22%	221,952	976,330	23%
Total operating expenses - w/o depreciation	191,245	827,244	23%	190,474	863,069	22%	221,952	976,330	23%
Operating income (loss)	12,251	775,045	2%	95,701	313,059	31%	15,707	(40,130)	-39%
Non-operating revenues (expenses)									
Interest earnings					11,383		(12)	7,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	-	-	0%	-	11,383	0%	(12)	7,000	0%
Income (loss) before contributions and transfers	12,251	775,045	2%	95,701	324,442	29%	15,695	(33,130)	-47%
Appropriated Fund Balance								33,130	
Transfers									
Transfers in									
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	12,251	775,045		95,701	324,442		15,695	-	

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)
Period Ending: December 31 (25 % of the Fiscal Year)

	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	2,646,963	10,834,898	24%	2,386,201	10,959,001	22%	1,992,981	11,241,636	18%
Hydrant rentals	2,402	35,095	7%	10,902	35,235	31%	26,605	38,800	69%
Sewer charges	2,303,782	12,197,415	19%	2,648,311	12,893,433	21%	2,389,115	13,023,380	18%
Connections service, and cut-off charges	132,110	692,830	19%	255,360	941,676	27%	169,156	891,308	19%
Other revenues	2,237	47,161	5%	35,361	116,616	30%	6,573	16,253	40%
Total operating revenues	5,087,494	23,807,399	21%	5,336,135	24,945,961	21%	4,584,430	25,211,377	18%
Operating expenses									
Personal services	1,307,399	5,410,793	24%	1,413,896	5,612,948	25%	1,415,088	6,288,493	23%
Contractual services (Professional & Other) ¹	92,292	2,197,427	4%	69,557	846,422	8%	201,027	1,239,857	16%
Utilities	296,314	1,107,419	27%	304,958	1,290,937	24%	336,148	1,216,800	28%
Maintenance and repairs	73,628	1,316,685	6%	86,034	336,518	26%	52,193	808,192	6%
Other supplies and expenses	824,993	3,022,657	27%	989,550	4,172,977	24%	902,291	5,474,220	16%
Total operating expenses - w/o depreciation	2,594,626	13,054,981	20%	2,863,995	12,259,802	23%	2,906,746	15,027,562	19%
Operating income (loss)	2,492,868	10,752,418	23%	2,472,140	12,686,159	19%	1,677,684	10,183,815	16%
Non-operating revenues (expenses)									
Interest earnings	(18,167)	60,624		(941)	64,159		(217)	54,500	
Other income (expense)	(420,851)	165,670		(57,434)	(233,200)		(28,633)	(372,288)	
Interest and amortization expense	(4,923)	(1,463,932)		(3,728)	(167,270)		-	(259,793)	
Total nonoperating revenue (expenses)	(443,941)	(1,237,638)	36%	(62,103)	(336,311)	18%	(28,850)	(577,581)	5%
Income (loss) before contributions and transfers	2,048,927	9,514,780	22%	2,410,037	12,349,848	20%	1,648,834	9,606,234	17%
Appropriated Fund Balance								403,667	
Transfers									
Transfers in	44,499			44,499					
Transfers (out) - In lieu of tax	(324,153)	(1,296,611)		(319,029)	(1,276,118)		(315,136)	(1,260,543)	
Transfers (out) - debt service	(2,465,508)	-		(2,437,340)	-		(2,187,340)	(8,749,358)	
Change in net position	(696,235)	8,218,169		(301,833)	11,073,730		(853,642)	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

CITY OF PORT ORANGE

**STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)
Period Ending: December 31 (25 % of the Fiscal Year)**

	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Waste Disposal Fees	1,451,803	6,660,470	22%	1,456,693	6,927,447	21%	1,340,548	6,676,695	20%
Other revenues	-	63,193	0%	4,682	41,749	11%	6,024	67,100	9%
Total operating revenues	1,451,803	6,723,663	22%	1,461,375	6,969,196	21%	1,346,572	6,743,795	20%
Operating expenses									
Personal services	51,635	203,426	25%	48,871	205,417	24%	53,164	223,214	24%
Contractual services (Professional & Other) ¹	929,490	5,963,238	16%	933,695	5,781,209	16%	952,072	5,876,413	16%
Utilities	41	982	4%	44	383	12%	190	720	26%
Maintenance and repairs	-	10,331	0%	708	914	77%	-	2,250	0%
Other supplies and expenses	99,454	56,421	176%	102,931	445,628	23%	127,672	567,361	23%
Total operating expenses (w/o depreciation)	1,080,620	6,234,398	17%	1,086,249	6,433,551	17%	1,133,098	6,669,958	17%
Operating income (loss)	371,183	489,265	76%	375,126	535,645	70%	213,474	73,837	289%
Non-operating revenues (expenses)									
Interest earnings	(3,113)	5,848		196	16,281		3	14,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	(3,113)	5,848	-53%	196	16,281	1%	3	14,000	0%
Income (loss) before contributions and transfers	368,070	495,113	74%	375,322	551,926	68%	213,477	87,837	243%
Appropriated Fund Balance								106,038	
Transfers									
Transfers in									
Transfers (out) - In lieu of taxes	(59,061)	(236,242)		(48,495)	(193,978)		(48,469)	(193,875)	
Transfers (out) - debt service									
Change in net position	309,009	258,871		326,827	357,948		165,008	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)									
Period Ending: December 31 (25 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage Fees	2,994,618	3,801,857	79%	3,035,868	3,803,758	80%	3,119,874	3,799,800	82%
Other revenues			0%		127	0%			0%
Total operating revenues	2,994,618	3,801,857	79%	3,035,868	3,803,886	80%	3,119,874	3,799,800	82%
Operating expenses									
Personal services	165,347	707,798	23%	177,935	708,075	25%	180,881	847,280	21%
Contractual services (Professional & Other) ¹	9,954	580,320	2%	7,137	96,655	7%	9,445	116,577	8%
Utilities	-	6,195	0%		-	0%	-	-	0%
Maintenance and repairs	22,589	103,569	22%	16,905	94,938	18%	39,764	121,691	33%
Other supplies and expenses	136,637	69,362	197%	146,478	579,957	25%	142,590	564,501	25%
Total operating expenses (w/o depreciation)	334,527	1,467,244	23%	348,455	1,479,626	24%	372,680	1,650,049	23%
Operating income (loss)	2,660,091	2,334,613	114%	2,687,413	2,324,260	116%	2,747,194	2,149,751	128%
Non-operating revenues (expenses)									
Interest earnings	(6,128)	17,005		1,498	21,180		1,112	26,700	
Other income (expense)	74,781			(70,739)	(1,408,509)		(65,352)	(2,019,776)	
Interest and amortization expense		(485,994)			(28,289)			(142,456)	
Total nonoperating revenue (expenses)	68,653	(468,989)	-15%	(69,241)	(1,415,618)	5%	(64,240)	(2,135,532)	3%
Income (loss) before contributions and transfers	2,728,744	1,865,624	146%	2,618,172	908,642	288%	2,682,954	14,219	18869%
Appropriated Fund Balance								1,167,548	
Transfers									
Transfers in					-			850,000	
Transfers (out) - In Lieu of Tax	(47,457)	(189,828)		(46,569)	(186,277)		(47,960)	(191,841)	
Transfers (out) - Debt Service	(369,065)	(83,454)		(369,881)	(83,520)		(459,982)	(1,839,926)	
Change in net position	2,312,222	1,592,342		2,201,722	638,845		2,175,012	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

Financial Reports
for period ending
November 30, 2014
Provided by
YMCA

DECEMBER 31, 2014 TIME: 08:10:30

GLSCHD.201

VOLUSIA FLAGLER FAMILY YMCA
STATEMENT OF OPERATING REVENUES AND EXPENSES
FOR PERIOD ENDING 11/30/14
FUND=: 1

	MONTH ACTUAL	MONTH BUDGET	BY BRANCH07 MONTH VARIANCE	Port Orange Family MONTH LAST YEAR	YMCA YTD ACTUAL	YMCA YTD BUDGET	YTD VARIANCE	% YTD VARIANCE	YTD LAST YEAR	ANNUAL BUDGET
REVENUE										
01 CONTRIBUTIONS	226	3,000	(2,774)	10,661	65,851	64,000	1,851	2.89%	64,332	65,000
03 SPECIAL EVENTS	9,645	2,000	7,645	140	23,843	28,035	(4,192)	(14.95%)	4,005	35,035
08 UNITED WAY	3,466	2,411	55	3,411	37,797	37,521	276	0.73%	36,928	40,932
10 GRANTS	2,370	2,242	128	1,590	32,210	33,545	(1,335)	(3.98%)	13,636	36,799
11 MEMBERSHIP	119,438	127,508	(8,070)	130,687	1,384,726	1,391,869	(7,143)	(0.51%)	1,390,361	1,511,255
13 PROGRAM FEES	47,180	43,264	3,917	44,855	565,277	549,977	15,299	2.78%	555,526	582,552
14 SALE OF SUPPLIES	1,453	1,476	(23)	9,052	10,719	18,536	(7,817)	(42.17%)	23,964	25,312
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL REVENUE	183,778	182,901	877	200,396	2,120,423	2,123,483	(3,061)	(0.14%)	2,088,752	2,296,885
	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
EXPENSES										
21 SALARIES AND WAGES	69,143	63,287	(5,857)	64,433	823,018	796,877	(26,141)	(3.28%)	766,183	858,137
22 EMPLOYEE BENEFITS	4,767	4,066	(701)	2,802	46,720	49,236	(2,516)	(5.11%)	40,410	53,180
23 PAYROLL TAXES & WC	6,831	6,304	(527)	5,907	77,081	79,244	(2,162)	(2.73%)	67,825	85,350
24 CONTRACT SERVICES	2,296	2,373	77	3,601	48,580	38,388	(10,192)	(26.55%)	39,053	40,762
25 SUPPLIES	3,857	4,367	510	3,358	45,012	46,433	(1,421)	(3.06%)	43,917	50,550
26 TELEPHONE	973	875	(98)	831	11,409	9,625	(1,784)	(18.53%)	10,679	10,500
27 POSTAGE & SHIPPING	4,150	67	(4,083)	15	9,134	733	(8,400)	(1145.42%)	575	800
28 FACILITY COSTS	29,501	39,664	10,163	38,480	447,960	454,181	(6,221)	(1.37%)	449,231	494,414
29 EQUIPMENT COSTS	6,269	6,357	88	6,945	63,847	79,346	15,499	19.53%	75,938	85,703
30 PROGRAM EXPENSES	4,979	3,554	(1,425)	6,175	75,141	81,327	(6,186)	(7.61%)	74,325	86,631
31 MARKETING/PROMOTION	1,418	0	(1,418)	0	2,212	0	(2,212)	0.00%	534	0
32 TRAVEL AND MILEAGE	13	127	114	24	690	1,768	1,078	60.96%	1,842	1,895
33 CONFERENCE/TRAINING	134	1,052	918	2,358	3,139	3,245	106	3.28%	6,716	3,297
34 FUNDRAISING EXPENSE	0	0	0	0	236	0	(236)	0.00%	1,585	0
35 NAT'L & OTHER DUES	2,202	2,044	(157)	2,202	25,208	23,432	(1,776)	(7.58%)	26,700	25,696
37 FINANCING COSTS	0	33	33	0	0	363	363	100.00%	15	396
38 INSURANCE	4,299	4,014	(284)	3,752	42,918	44,156	1,238	2.80%	41,268	48,171
39 MISC EXPENSE	0	0	0	0	201	0	(201)	0.00%	0	0
40 DEPRECIATION/AMORT	2,834	2,712	(122)	2,712	31,291	29,835	(1,455)	(4.88%)	30,687	32,548
48 METRO SERVICES	26,612	26,612	0	26,678	308,966	308,967	1	0.00%	317,873	334,197
49 ASSOC DEBT SERVICE	0	0	0	3,649	0	0	0	0.00%	43,476	0
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL EXPENSES	170,277	167,508	(2,769)	173,920	2,062,762	2,047,158	(15,605)	(0.76%)	2,038,831	2,212,227
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
NET FROM OPERATIONS	13,501	15,393	(1,892)	26,476	57,661	76,326	(18,665)	(24.45%)	49,921	84,658
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
NET	13,501	15,393	(1,892)	26,476	57,661	76,326	(18,665)	(24.45%)	49,921	84,658
	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

Financial Reports
for period ending
December 31, 2014
provided by
Golf Course

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2014

	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	86,840	239,434	1,051,059	22.8%	82,378	233,495	782,295	29.8%
Merchandise	6,807	17,359	72,272	24.0%	3,939	15,070	48,222	31.3%
Other Pro Shop	322	1,198	8,445	14.2%	378	1,091	7,112	15.3%
Range	3,416	8,643	35,287	24.5%	1,701	6,586	38,615	17.1%
Food and Beverage	29,665	68,698	287,748	23.9%	34,156	88,037	192,398	45.8%
Membership Initiation Fees	0	0	250	0.0%	0	0	0	
Other Operating Revenues	3,045	8,947	38,076	23.5%	2,996	8,551	28,192	30.3%
TOTAL REVENUE	130,095	344,279	1,493,137	23.1%	125,548	352,829	1,096,834	32.2%
COST OF SALES								
Merchandise	4,916	13,492	49,275	27.4%	2,133	10,392	33,711	30.8%
Food & Beverage	9,965	24,619	112,519	21.9%	11,693	36,464	69,374	52.6%
TOTAL COGS	14,882	38,111	161,794	23.6%	13,826	46,855	103,085	45.5%
COGS - Merchandise %	72.2%	77.7%	68.2%	114.0%	54.1%	69.0%	69.9%	98.6%
COGS - Food %	34.6%	36.3%	39.3%	92.4%	34.5%	41.7%	36.1%	115.7%
EXPENSES								
PAYROLL EXPENSES								
Course and Grounds	23,864	70,385	271,543	25.9%	24,966	70,808	290,141	24.4%
Carts, Range, Starters, Etc.	5,349	15,587	65,268	23.9%	5,638	15,219	41,564	36.6%
Pro Shop	4,076	12,303	53,393	23.0%	4,620	13,904	29,218	47.6%
Food and Beverage	12,421	35,796	142,814	25.1%	15,555	44,686	114,321	39.1%
General and Administrative	10,421	31,417	120,964	26.0%	10,519	30,394	125,375	24.2%
Marketing	3,872	11,590	47,276	24.5%	4,761	13,292	47,684	27.9%
TOTAL PAYROLL EXPENSE	60,003	177,078	701,259	25.3%	66,058	188,302	648,303	29.0%

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2014

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OPERATING EXPENSES								
Course and Grounds	11,225	60,230	192,508	31.3%	10,832	59,206	193,815	30.5%
Carts, Range, Starters, Etc.	7,344	25,179	91,506	27.5%	8,333	26,488	84,536	31.3%
Pro Shop	185	938	9,935	9.4%	409	2,440	8,797	27.7%
Food and Beverage	2,612	7,278	36,098	20.2%	3,787	13,000	19,941	65.2%
General and Administrative	22,302	59,449	201,262	29.5%	22,542	59,464	171,762	34.6%
Marketing	1,969	4,287	21,090	20.3%	910	5,404	35,150	15.4%
TOTAL OPERATING EXPENSES	45,637	157,361	552,399	28.5%	46,814	166,002	514,001	32.3%
OTHER INCOME (EXPENSE)								
Management Fees	(7,225)	(21,675)	(86,700)	25.0%	(7,270)	(22,009)	(88,440)	24.9%
Depreciation & Amortization	(535)	(1,605)	(3,147)	51.0%	(535)	(1,605)	(6,540)	24.5%
TOTAL OTHER INCOME (EXPENSE)	(535)	(1,605)	(3,147)	51.0%	(535)	(1,605)	(6,540)	24.5%
NET INCOME	1,814	(51,551)	(12,162)	423.9%	(8,954)	(71,944)	(263,535)	27.3%
Paid Rounds	2,996	8,653			3,076	9,126	27,380	33.3%
Annual Pass Rounds	424	1,287			366	1,138	3,233	35.2%
Other Rounds	386	856			366	800	2,007	39.9%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Presentation of Compensation and Classification Study by Cody & Associates, Inc. (RFP #14-21)

DEPARTMENT: Administrative Services

RECOMMENDED MOTION:

SUMMARY: In July of 2014, the City began a Compensation and Classification Study using the City's selected vendor, Cody & Associates Inc. The objective of the study included updating job descriptions, conducting a compensation and benefit survey to develop externally competitive and internally equitable salary range recommendations, and to review and recommend changes to current policies and practices in relation to compensation and classification.

The report is attached for review. Also attached are the wage recommendations for those positions covered under Collective Bargaining Agreements. While marked confidential, these recommendations are being released with the study so the Consultant's recommendations can be reviewed in their entirety.

Staff will be seeking guidance from the Council as to how to proceed with the recommended implementation strategies.

Project No.: AIO019 Funding Account No.: 01-1000-519.31-13

ATTACHMENTS:

1.	Compensation and Classification Study	R-Class and Comp Study with CA and CM.pdf
2.	Bargaining Units Data	R- Confidential Bargaining Report.pdf

Miller, Jamie
Steinebach, Donna
Harden, David

Created/Initiated - 01/08/2015
Approved - 01/12/2015
Final Approval - 01/13/2015

CLASSIFICATION AND COMPENSATION STUDY

(Including City Attorney and City Manager Salary Recommendations)

City of Port Orange

2014



Cody & Associates, Inc.

MANAGEMENT CONSULTANTS

305 Jack Drive, Cocoa Beach, Florida 32931

(321) 783-3720; FAX (321) 783-4353

E-mail: CodyAssociates@aol.com

Cody & Associates, Inc.

MANAGEMENT CONSULTANTS

305 Jack Drive, Cocoa Beach, Florida 32931

(321) 783-3720; FAX (321) 783-4353

E-mail: CodyAssociates@aol.com

January 05, 2015

Ms. Donna Steinbach
Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Steinbach:

We have completed our assignment and are submitting the report of our **Classification and Compensation Study** for all positions in the service of the City.

A report covering bargaining unit positions has been submitted under a separate cover. This report is considered "confidential material for developing collective bargaining strategies" and will be used in the upcoming union negotiations.

This report has been prepared as an accounting of our assignment and to record our approach. The recommendations and comments in the report reflect our objective appraisal based on analysis and discussion to the extent possible within the scope of the assignment.

Our objective was to develop a Classification and Compensation Plan Study that is equitable to both the employees and to the City.

We appreciate this opportunity to be of service to you and express our thanks for the cooperation and courtesy which was extended to us by all of your employees during the Study.

Respectfully submitted,



N. E. Pellegrino
Principal Partner

CLASSIFICATION AND COMPENSATION STUDY

City of Port Orange

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ENCLOSURE 2 – RECOMMENDED CLASSIFICATION AND PAY PLAN (INTERNAL RELATIONSHIP) (Non-Bargaining Unit)

ENCLOSURE 3 – RECOMMENDED CLASSIFICATION AND PAY PLAN (ALPHABETICAL) (Non-Bargaining Unit)

ENCLOSURE 4 – RECOMMENDED SALARY SCHEDULE (Non-Bargaining Unit)

ENCLOSURE 5 – FLORIDA PRICE LEVEL INDEX (2013)

INTRODUCTION

This report, on the Study of the Classification and Salaries for the City of Port Orange, contains details of all elements of the Study. In preparing this report, *Cody & Associates, Inc.* has used its best efforts and has taken reasonable care. To an extent, the Report relies on information and data received from third parties in whom *Cody & Associates, Inc.* has assumed the accuracy and completeness thereof.

Cody & Associates, Inc. cannot guarantee that any particular result will follow from any action taken on the basis of this Report. The information and opinions expressed in this Report have significance only within the context of the entire Report. No parts of this report should be used or relied upon outside of that context.

This Study is not an end in itself, but a vital element in a sound management program for the City. A good overall management system requires continuous work and polishing, once the plan is implemented.

Adjustments will continually have to be made to reflect changes in the labor market place in order to maintain a current and equitable classification system and pay plan.

STUDY ASSIGNMENT AND OBJECTIVES

The City of Port Orange, Florida, retained the services of *Cody & Associates, Inc.* to conduct a Classification and Compensation Study for all positions under their jurisdiction.

In our approach to establishing a Position Classification and Pay Plan, we were concerned with the following basic objectives:

- A. Formulating a Position Classification and Pay Plan that will assist in reducing turnover costs and promote careers with the City.
- B. Designing a Classification and Pay Plan that will attract qualified personnel to render the services that the City provides.
- C. Establishing equitable classifications and job descriptions.
- D. Establishing salary ranges, and determining individual salary levels.
- E. Establishing equitable relationships of one job to another within the work force (equal pay for equal work) and relieve compression between pay grades and classifications.
- F. To ensure fair and equal compensation opportunities for equal contributions to the effective operations of the City.

- G. Designing current Salary Ranges which are competitive with reasonably similar positions in the labor market where the City recruits for employees and which are consistent with the economic conditions in Volusia County.
- H. Establishing or maintaining normal lines of promotion to and from the various classes of positions in the Personnel System.
- I. Help develop collective bargaining strategies for upcoming union negotiations.

To achieve these objectives, we divided the assignment into five (5) major segments:

- A. Position Classification and Evaluation
- B. Wage Survey
- C. Fringe Benefit Survey
- D. Methods of Implementing Survey Results and Recommendations
- E. Report Preparation and Presentation

II

POSITION CLASSIFICATION PHASE

The Position Classification Phase of the Study included the following:

A. REVIEW OF POSITIONS

The objective of this phase was to review information about the positions in the City's organization and provide a factual basis for classifying and allocating the positions to the proper pay level.

1. JOB DESCRIPTION

- A. Position description questionnaire were completed by all employees and analyzed by the consultant to determine proper classification and placement in the pay structure.
- B. Job Descriptions were evaluated by the consultant to ensure they conform with the necessary requirements, laws, etc.

2. COLLECTION OF OTHER INFORMATION

We compiled information such as:

- a. Current organization and staffing charts.
- b. Personnel policies, rules and regulations.
- c. Union Contracts
- d. Other pertinent procedures and data.

3. POSITION EVALUATION SYSTEM

Jobs were evaluated with consideration to the following job related factors:

- a. Knowledge and skills;
- b. Supervision;
- c. Analytical/other skills;
- d. Responsibility for policy and methods;
- e. Effects of individual actions;
- f. Personal contacts (level and purpose);
- g. Initiative and achievement;
- h. Mental demands;
- i. Physical demands; and,
- j. Environmental demands.

4. CLASSIFICATIONS BY POSITION

After the questionnaires were processed and analyzed, positions were grouped into classes based on:

- a. Identical or reasonably similar duties and essential functions.
- b. Similar requirements for education and experience.
- c. Assurance that the same title and range of pay could be assigned to all positions within the class.

5. CHECK AND REVIEW

Adequate checks and controls were established during the development of the plan. Some of the controls that were built into our procedure:

- a. Job information obtained from each employee was reviewed, commented upon and added to by a supervisor. Corrections and additions were made where needed or as attachments without disturbing the employee's original input.
- b. Each Position Description Questionnaire was carefully checked by our staff and confirmed with Department Head.
- c. Our Consultant's "know jobs" and can detect clearly erroneous, inflated or deflated job descriptions.

6. FINDINGS AND RECOMMENDATIONS

- a. Some titles were changed to better indicate and describe the job's essential functions. Others were changed to adhere to federal regulations concerning gender issues.
- b. We found a number of positions needing reclassification. Recommended changes are in the allocation list (Enclosure 1).

III

SALARY PHASE

The Salary Phase of the Study included the following:

A. *SALARY SURVEY*

The objective of this survey was to determine what must be provided in terms of salaries in order to attract and retain personnel; in other words, to be competitive with other employers recruiting from the same labor market. The steps included:

1. SELECTION OF SURVEY CLASSES (Bench Marks)

We utilized as many as possible of the present classes in the salary survey in order to get the best possible data. These benchmark jobs represented all of the occupations and levels in the City's organization and those occupations which could be compared with other employers.

2. IDENTIFICATION OF LABOR MARKET

The relevant labor market to be surveyed was identified as the local operating area of Volusia and surrounding counties for the positions which are recruited from this geographical location. These agencies included: Cities of: Daytona Beach; South Daytona; Deland; Altamonte Springs; Ormond Beach; Sanford; Titusville; Winter Springs; New Smyrna Beach; Orange City; and Deltona. Counties of: Volusia; Seminole; Lake; Brevard; and Flagler. Private Sector agencies of: Daytona State College; Embry Riddle Aeronautical University; JEA; New Smyrna Utilities Authority; APCO; Halifax Medical Center; Zev Cohen; Raydon; and Masci Construction.

We had an overall response rate of 100% from public sector agencies, which is excellent and ensures a valid sample and is statistically sound. The response rate from private sector surveyed was relatively low, with a response rate of approximately 56%, which unfortunately is typical for private sector agencies. The private sector response agencies are; Daytona State College Embry Riddle, Halifax Medical Center; JEA; and New Smyrna Utilities Authority.

3. MANAGEMENT, ADMINISTRATIVE, AND PROFESSIONAL POSITIONS

For management, administrative, and some professional positions where the City must remain competitive on a Statewide basis, our staff studied salary data from other comparable governmental agencies in the Region and State.

Other sources used were the League of Cities Cooperative Salary Survey and PEPIE Survey.

This information was used as a guide along with local data in arriving at our recommendations to determine general pay levels.

4. SECONDARY INFORMATION

Secondary salary data including regional surveys recently completed by us and information from our database. This information was used as a guide in developing the salary recommendations when survey data was incomplete.

5. SURVEY METHOD

In compiling this data, we obtained from the designated agencies their minimum and maximum salaries of positions in each classification. If this data was not available we utilized the actual salary being paid.

Another step we use in our calculations, in order to provide the most accurate data possible, is to apply the standard deviation principle. The standard

deviation is the most commonly used indicator of variability of a distribution of data. The usual and most accepted interpretation is in terms of the percentage of cases included within one standard deviation below the mean to one standard deviation above the mean. This range on the scale includes about two-thirds ($\frac{2}{3}$) of the cases in the distribution. Data was entered into our database and then edited to ensure that the data was reasonable and representative and had been accurately reported and recorded. Responses were eliminated when they appeared atypical or exhibited extreme values in wages.

In matching Port Orange's benchmark positions to others in the survey marketplace we concentrated on similar job functions, degree of authority, and responsibilities and level of skill sets needed to do the job. Over the years *Cody & Associates, Inc.* has completed compensation studies for many of the agencies used in the survey group which made matching jobs more equitable. We also adjusted the data collected to account for the cost of living variances.

B. DEVELOPMENT OF THE SALARY SCHEDULES

The objective of this aspect of the Study was to compile the results of the salary survey and to design appropriate salary schedules and plans for all the positions covered.

C. GENERAL SALARY FINDINGS AND COMMENTS

1. We found almost all of the classifications were below the recommended salary range minimums.
2. Salary trends – The salary increases in Volusia County, the State, and Country over the past several years averaged approximately two percent (2%). This low level of salary increases reflected the poor economic conditions that was

experienced in all sectors of the USA. During the past two years there has been some improvement in the economy. However, salary improvements have not kept pace with these economic improvements.

3. Cost of Living Trends – According to the most recent Florida Price Level Index Study (2013) Volusia County was ranked twenty-fourth (24th) cost of living County in the State, which was 1.75% below the Statewide average cost of living. This was considered in the overall analysis of the regional salary data collected for certain jobs and drawing appropriate comparisons on Statewide salary data.

The breakdown of our findings are:

Approximately 5% of the Non-Bargaining Positions' minimums were slightly above market

Approximately 28% of the Non-Bargaining Positions' minimums were between 1% - 5% below market

Approximately 29% of the Non-Bargaining Positions' minimums were between 5% - 10% below market.

Approximately 23% of the Non-Bargaining Positions' minimums were between 10% - 15% below market.

Approximately 8% of the Non-Bargaining Positions' minimums were between 15% - 20% below market.

Approximately 7% of the Non-Bargaining Positions' minimums were higher than 20% below market.

A complete list of the recommendations can be found in Enclosure **2, 3** and **4**.

IV

COMPENSATION PLAN

A. PURPOSE

The Compensation Plan is intended to provide all employees with an equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the City's organization and relative to rates received by other employees in the labor market from which the City employees are recruited.

The Compensation Plan includes the basic Salary Schedule and the schedule of salary ranges for all classes of positions included in the Classification Plan.

B. COMPENSATION PLAN DESIGN

We are recommending the City adopt a Minimum to Maximum pay plan structure.

This is the most flexible system in use today, especially in the public sector. Some of the advantages in this type of structure are:

1. The employer is not limited to the rigid intervals between steps when considering salary increases, as is the case when a step pay plan is used.

2. The employee can usually be compensated by whatever percentage increase, based upon job performance, the employer desires.
3. The Minimum-Maximum Plan provides more flexibility when ability to fund is a problem.
4. The Minimum-Maximum Plan is easier to administer and understand.

C. APPOINTMENT AND STARTING RATE GUIDELINES

1. The minimum rate for a position is the appointment (in-hiring) rate for a new employee. This rate reflects the "market place" value of the position based upon the minimum qualifications needed to perform the work. We are recommending the City adopt the minimums proposed as a result of our Study and that these minimums be used as the appointment rates. However, more latitude and flexibility must be exercised when determining actual in-hiring rates for applicants **in hard to fill critical or managerial positions** since experience and availability are key factors.
2. Generally, appointments below or above the minimum salary may be authorized in the following situations:
 - a. If the applicants training, experience or other qualifications are above those required for the position appointments may be approved by the City Manager on a case by case basis, at a rate of up to the mid-point of the range established for the position.
 - b. Appointments below the minimum salary can be handled as described in Section H.

D. SALARY RANGES AND PROGRESSION

1. The Pay Plan consists of a Salary Schedule containing salary ranges, the compensation attached to the ranges, and a schedule listing the assignments of each class in the Classification Plan to a range in the Salary Schedule.
2. Employees can receive a salary increase by one or more of the following ways: performance salary advancement; across-the-board increase; cost of living; adjustments; promotion; reclassification; or pay range adjustment.
3. Salary ranges are used to develop incentives among employees to improve their work performance and quality. In the present climate of fiscal concerns it is essential to have some type of salary program geared to improving overall productivity and efficiency of work.

E. PERFORMANCE (PRODUCTIVITY) INCREASES

1. An increase within the same pay range should not be automatic, but should be based upon a Performance Evaluation System or other system that measures an individual's effort and effectiveness.
2. An employee should be eligible for salary advancement annually on an anniversary or a fiscal year basis and as warranted by performance, provided there are funds available for the increases.
3. Salary advancement to the mid-point of the salary range is considered as the developmental phase of the salary progression. Increases to this point are usually more rapid than after the mid-point is reached.
The developmental phase includes the probationary period and signifies the time an individual should become totally effective and productive according to the established City standards and/or desires.
The area beyond the mid-point of the salary range is referred to as

the incentive phase. Movement in this phase of the range should be reserved for performance over and above which is considered as an average, acceptable job. This area should be based truly on performance.

F. PAY GRADE ADJUSTMENT

1. Where the pay range of an existing classification is raised, it is important to maintain established pay relationships and pay spreads within a work unit and not unduly compress pay between new and longer service employees.
2. In instances where the total pay plan is being revised, adjustments and implementation should be determined at that time, which will consider cost impact and other factors.

G. RECLASSIFICATION/ORGANIZATIONAL CHANGES

When a position is reclassified to a higher class, adjustments to salary should be handled in the same manner as Promotion.

When a reclassification results in assignment to a lower class, adjustment should be made in accordance with the rules for Demotion.

H. TRAINEE CATEGORY

If an applicant for a position does not meet the minimum qualifications, but is otherwise qualified for the position, the department head may request the appointment as a "TRAINEE". In such cases, the employee could be hired at a rate of ten to fifteen percent (10%-15%) below the minimum salary, until the minimum qualifications have been satisfied.

The individual's probationary period should not begin until he/she has completed the trainee period.

This category is used to train people on-the-job who have the potential to do the work, but lack some of the skills or experience needed. The normal time a person remains in a trainee category would be a minimum of six (6) months and a maximum of twenty-four (24) months. This time period would depend upon the skills or experience needed in individual cases and when certification requirements are completed.

I. PROMOTIONS

A promotion occurs when an employee is moved from a position in one class to another position in a different class that has a higher maximum salary.

The promoted employee should receive a salary increase to at least the minimum rate of the new pay range or 10% percent whichever is higher. An amount higher than minimum can be considered if the individual's experience, skills, or qualifications merit a higher than minimum rate adjustments.

In some situations, an employee who is promoted from a position which receives paid overtime to an exempt position which receives no paid overtime could experience an actual pay loss in his/her annual salary earnings. In cases such as this, a higher promotional pay adjustment to compensate for this situation should be considered based on the average of the past three years of overtime worked. This should be added to the salary used to calculate the promotional increase.

The first six (6) months of the promotion can be used by the supervisor to evaluate the performance of the employee and to assure that the employee can satisfactorily perform the duties of the new position. At the end of this period, the employee's supervisor will certify that the employee is satisfactorily performing his/her duties and the promotional increase discussed above may be instituted.

J. DEMOTIONS

If an employee is demoted for cause, the demotion will be a lesser job classification that may include a reduction in pay.

Employees receiving demotions at their own request or due to inability to perform the work may be adjusted to a lower job classification. When a demotion of this nature occurs, there should be a reduction made in the employee's pay. Some circumstances may dictate, however, that the employee remains at the same pay level attained prior to the demotion. This will be at the discretion of the City but in no case should this exceed the maximum rate of the lower pay range.

K. TRANSFERS

Employees transferred to a position in the same classification or to a different position with the same pay grade should not be eligible for an increase.

Employees transferred to another position in a lower classification or grade shall be handled in accordance with the rule established for Demotions.

L. SPECIAL ASSIGNMENT CATEGORY (SAC)

This category can be used when an individual in a position is given an assignment(s) which encompasses duties and responsibilities of a different, advanced, and/or supervisory nature. These assignments are usually for a specified limited period of time. This type assignment is of a temporary nature, can be rescinded unilaterally by the City, and does not constitute a promotion. All assignments which extend beyond 30 work days must be approved by the City Manager. A pay supplement may be given for that period of time.

M. POST-MAXIMUM INCENTIVE

The maximums of the recommended pay ranges are the point where an employee's pay progression usually stops. This marks the place where the "worth" of the position, according to the market place and comparable jobs, has reached its limit. However, we feel that some type of pay incentive past this maximum point is necessary to continue the productivity of the individual at an acceptable level.

We are recommending a valid performance adjustment program for your consideration and implementation.

When the individual has reached the maximum of the pay range, he/she will be eligible for a performance type adjustment. This adjustment would not be added to the individual's base pay. The amount of the adjustment will be determined by the City Manager or his/her designee. This type of arrangement has the effect of not compounding salary or fringe benefit costs and limits the overall short and long term impact on the City. It also helps in the retention of productive long term employees.

N. FAIR LABOR STANDARDS ACT

As an important part of the compensation review we analyzed all of the positions to determine if they are exempt from earning overtime according to the Fair Labor Standards Act. We found some marginal positions which are presently exempt from overtime that may be eligible to receive overtime. We are recommending these positions be further reviewed by the City's labor attorney for final determination. These positions are: Code Enforcement Supervisor, Accountant I, Right of Way Agent, Planner, Chief Plant Operator, GIS Analyst, Chief Inspector, Customer Service Supervisor, Police Lieutenant, Parks and Recreation Supervisor, Building Permit Coordinator, Development Review Technician, and Engineer (Engineer Specialist).

V

FRINGE BENEFIT ANALYSIS

A. APPROACH

In compiling information for the Fringe Benefit phase of the Study we proceeded as follows:

1. Fringe benefits were analyzed from similar type agencies throughout the State and local surrounding areas. This data was used to determine the trends being set in the benefits area and a guidepost in our overall analysis of the compensation offered.
2. The total benefits package was evaluated taking into consideration that some agencies may be providing more of one benefit but less in other areas.
3. Nationwide the cost of benefits as a percentage of payroll was between 30% - 35%. Throughout the State the benefits costs ranged from 22.2% to 44%. In most cases fringe benefits for public employees exceed those of private sector employees.

B. FINDINGS AND RECOMMENDATIONS

The overall benefit package offered by the City is fair and competitive.

1. FINDINGS OF THE MAJOR BENEFITS

PORT ORANGE	SURVEY RESULTS
A. VACATION DAYS (approximately) 12 – 24.5 days	A. VACATION DAYS 10 – 20 days
B. SICK LEAVE (approximately) One day per month	B. SICK LEAVE One day per month
C. HOLIDAYS 11 holidays per year (including floating and birthday holidays)	C. HOLIDAYS 11.4 holidays per year
D. MEDICAL/HEALTH INSURANCE (may vary by contract) 100% of premium paid for employees paid by employer (most inexpensive plan) 0% of premium paid for dependents by employer	D. MEDICAL/HEALTH INSURANCE The majority of agencies paid 100% of premium cost for employee 50% - 63% of the premium cost for dependents paid by employer
E. FUNERAL LEAVE Up to 4 days leave with pay per incident 8 days per year	E. FUNERAL LEAVE Up to 3 days leave with pay on an average
F. RETIREMENT Employer contributes 12.7% (General Employee Pension) 10% + up to 3% - 50% matched contribution to 401A. Employee contributes 7.5% to General Employee DB plan. Police 63.8% paid by City, 7.5% - 8% paid by employee Fire 97.1% paid by City, 7.5% - 8% paid by employee.	F. RETIREMENT General Employees Employer contributes from a low of 0% to a high of 12.2% with a median of approximately 9%

2. The benefits that are receiving the most attention of the employers in the present economic climate are medical insurance and retirement.

THE CITY SHOULD MONITOR VERY CLOSELY THE IMPACT AND COST OF THE MEDICAL INSURANCE AND RETIREMENT PROGRAMS.

Last year insurance premiums Statewide increased according to data of Public and Private Employers in Florida. This has been the trend for a number of years and will continue until our medical insurance is equitably addressed on a national level.

We also see a trend in the increasing number of employers shifting more medical insurance premium costs to the employees and establishing a "fixed rate" for the employer.

RETIREMENT PROGRAM

This is another area where public and private sector employers are transferring more and more cost and are reducing benefits to the employees. Private sector trends show many businesses eliminating pension programs altogether.

3. MONITOR FUTURE FRINGE BENEFITS CAREFULLY

Fringe benefits are obviously very costly and their impact on the total budget expenditures is becoming greater every year. Unfortunately, fringe benefits are forgotten once awarded and in most cases are not viewed as part of the total compensation package by employees.

VI

IMPLEMENTATION

To implement the proposed Compensation Plan we recommend using one of the following implementation plans described below.

ALTERNATIVE A

1. Adopt the Pay Grades and Salary Schedule as recommended in this report.
2. Adjust the salaries of employees who fall below the minimum recommended to the minimum rate.
3. Any employee presently being paid above the maximum for their pay range, should be "frozen" at their present pay rate.

This would place everyone within the recommended ranges and is the least cost to the City. The cost for this recommendation is approximately \$183,000.

ALTERNATIVE B

1. Adopt the Pay Grades and Salary Schedule as recommended in this report.
2. Adjust the employees into the recommended pay range according to the following pay range change calculation: For each year of satisfactory service in grade award the individual a two percent (2%) per year times the recommended pay range minimum up to the midpoint, and one percent (1%) per year times the recommended pay range from the midpoint up to the maximum. The difference between this and the individual's actual salary will constitute the amount of salary adjustment. If the employee is already at or above this amount the salary will remain at the current level. In no case should this adjustment result in a loss of pay level.
3. Any employee presently being paid above the maximum for their pay range, should be "frozen" at their present rate.

This approach would establish both external (market) equity and internal equity within the organization.

ALTERNATIVE C

1. Adopt the Pay Grades and Salary Schedule as recommended in this report.
2. Adjust the employees into the recommended pay range according to the following pay range change calculation: For each year of satisfactory service in grade award the individual a three percent (3%) per year times the recommended pay range minimum up to the midpoint, and one and a half percent (1.5%) per year times the recommended pay range from the midpoint up to the maximum. The difference between this and the individual's actual salary will constitute the amount of salary adjustment. If the employee is already at or above this amount the salary will remain at the current level. In no case should this adjustment result in a loss of pay level.
3. Any employee presently being paid above the maximum for their pay range, should be "frozen" at their present rate.

This approach would establish both external (market) equity and internal equity within the organization.

ALLOCATION LIST

Department	Name	Present Title	Proposed Title
All	All	Office Assistant III	Office Assistant
All	All	Office Assistant IV	Administrative Assistant
All	All	Office Assistant V	Sr. Administrative Assistant
All	All - non PE	Engineer	Engineer Specialist
Finance	All	Account Tech II	Account Tech
Finance	All	Accountant I	Accountant
Finance	All	Account Tech III	Account Tech
IT	C. Cory	GIS Tech	GIS Analyst
IT	K. Klopp	GIS Tech	GIS Analyst
Parks & Rec	M. Smith	Equipment Operator II	Equipment Operator
Parks & Rec	D.Glover	Maintenance Worker II	Maintenance Worker
Parks & Rec	J. Dillon	Equipment Operator II	Maintenance Worker
Parks & Rec	M. Doud	Equipment Operator II	Maintenance Worker
Parks & Rec	D. Dessoye	Equipment Operator II	Maintenance Worker
Parks & Rec	All	Maintenance Worker II	Maintenance Worker
Public Utilities	M. Parker	Meter Reader	Meter Reader Aide
Public Works	J. Fontane	Fleet Maintenance Superintendent	Fleet Manager
Public Works	B. Barnes	PW Maintenance Supervisor	PW Maintenance Superintendent
Public Works	R. Wilker	Maintenance Worker II	Courier
Public Works	R. Rotger	Maintenance Worker II	Equipment Operator
Public Works	R. Camacho	Equipment Operator II	Maintenance Worker
Public Works	P.Lockaby	Equipment Operator II	Equipment Operator
Public Works	R. LeClair	Equipment Operator II	Equipment Operator
Public Works	E. Simon	Maintenance Worker II	Heavy Equipment Operator
Public Works	W. O'Connell	Maintenance Worker II	Equipment Operator
Public Works	Kosko	Equipment Operator II	Heavy Equipment Operator
Public Works	C. Rowles	Equipment Operator II	Heavy Equipment Operator
Public Works	D. Findley	Equipment Operator II	Equipment Operator
Public Works	L. Hood	Equipment Operator II	Heavy Equipment Operator
Public Works	A. Lenarcic	Equipment Operator II	Heavy Equipment Operator
Public Works	All	Auto Mechanic II	Auto Mechanic
Public Works	All	Maintenance Worker II	Maintenance Worker

City of Port Orange
Non-Bargaining Unit- Internal Relationship

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
95		Program Leader	17,701	29,723	11	20,865	33,384	NE
95		TV Production Specialist	17,701	29,723	11	20,865	33,384	NE
110		Staff Assistant (Office Assistant III)	21,611	36,254	12	22,326	35,722	NE
125		CSO - Records	24,440	40,934	13	23,880	38,108	NE
117		Customer Service Rep I	22,506	37,752	13	23,880	38,108	NE
120		Administrative Assistant(Office Ass't IV)	23,462	39,395	14	25,561	41,038	NE
126		Customer Service Rep II	24,502	41,038	14	25,561	41,038	NE
117		Permit Licensing Technician	22,506	37,752	14	25,561	41,038	NE
135		Accounting Tech (Accounting Technician II)	25,938	43,514	15	27,350	43,760	NE
155		Accounting Tech (Accounting Technician III)	31,949	53,456	15	27,350	43,760	NE
125		CSO - Animal Control	24,440	40,934	15	27,350	43,760	NE
125		CSO - Crime Statistician	24,440	40,934	15	27,350	43,760	NE
125		CSO - PAL Director	24,440	40,934	15	27,350	43,760	NE
125		CSO - Patrol	24,440	40,934	15	27,350	43,760	NE
125		CSO - Victim Advocate	24,440	40,934	15	27,350	43,760	NE
136		Customer Service Billing Clerk	26,270	43,950	15	27,350	43,760	NE
136		Customer Service Rep III	26,270	43,950	15	27,350	43,760	NE
135		Parks & Rec Program Spec.	25,938	43,514	15	27,350	43,760	NE
125		CSO - Evidence	24,440	40,934	16	29,264	46,822	NE
125		CSO - Quartermaster	24,440	40,934	16	29,264	46,822	NE
		Fire Quartermaster	New		16	29,264	46,822	NE
140		Code Compliance Inspector	28,330	47,424	17	31,313	51,040	NE
140		Customer Service Supervisor	28,330	47,424	17	31,313	51,040	NE
150		Helpdesk Specialist	30,451	50,918	17	31,313	51,040	NE
140		Sr. Administrative Assistant (Office Ass't V)	28,330	47,424	17	31,313	51,040	NE
140		Victim Advocate Coordaintor	28,330	47,424	17	31,313	51,040	NE
150		Buyer	30,451	50,918	18	33,505	54,613	NE
150		Combination Inspector	30,451	50,918	18	33,505	54,613	NE
155		Executive Asst. to City Mgr.	31,949	53,456	18	33,505	54,613	NE
150		PC Specialist	30,451	50,918	18	33,505	54,613	NE
150		Recreation Coordinator	30,451	50,918	18	33,505	54,613	NE
150		Special Events Coordinator	30,451	50,918	18	33,505	54,613	NE
165		Accountant	35,776	59,467	19	35,850	58,436	NE
160		Building Permit Coordinator	33,530	56,118	19	35,850	58,436	NE
160		Code Enforcement Supervisor	33,530	56,118	19	35,850	58,436	NE
160		Construction/ Utilities Inspector	33,530	56,118	19	35,850	58,436	NE
160		Development Review Tech.	33,530	56,118	19	35,850	58,436	NE

* Incentive pay for NALA or comprable certification can be received up to 7%
NB-Enclosures - with city attorney and city manager.xlsx

City of Port Orange
Non-Bargaining Unit- Internal Relationship

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
155		HR Administrator	31,949	53,456	19	35,850	58,436	NE
155		HR/Payroll Coordinator	31,949	53,456	19	35,850	58,436	NE
155		Paralegal *	31,949	53,456	19	35,850	58,436	NE
155		Parks & Rec Supervisor	31,949	53,456	19	35,850	58,436	NE
155		Right-of-Way Agent	31,949	53,456	19	35,850	58,436	NE
160		Utility Inspector	33,530	56,118	19	35,850	58,436	NE
165		Applications Administrator	35,776	59,467	20	38,359	62,525	E
165		AS400 Mid-Range Programmer	35,776	59,467	20	38,359	62,525	E
170		Building Insp/Plans Examiner	37,544	62,442	20	38,359	62,525	NE
170		Capital Improv/Revenue Coord.	37,544	62,442	20	38,359	62,525	E
165		Engineering Specialist (Engineer)	35,776	59,467	20	38,359	62,525	NE
		Fleet Superintendent	New Position		20	38,359	62,525	E
170		GIS Analyst (GIS Tech)	37,544	62,442	20	38,359	62,525	NE
170		Grants/Contract Accountant	37,544	62,442	20	38,359	62,525	E
165		Lab Manager	35,776	59,467	20	38,359	62,525	E
170		Proprietary Funds Accountant	37,544	62,442	20	38,359	62,525	E
		PW Maintenance Superintendent	New Position		20	38,359	62,525	E
165		Sr. I.T. Analyst	35,776	59,467	20	38,359	62,525	E
165		Superintendent	35,776	59,467	20	38,359	62,525	E
170		Utilities Budget Analyst	37,544	62,442	20	38,359	62,525	E
175		Chief Inspector	39,437	65,582	21	41,045	66,903	NE
170		Chief Plant Operator	37,544	62,442	21	41,045	66,903	NE
175		PIO & Grants Manager	39,437	65,582	21	41,045	66,903	E
175		Planner	39,437	65,582	21	41,045	66,903	E
175		Sr. Accountant	39,437	65,582	21	41,045	66,903	E
170		Web Developer/Programmer	37,544	62,442	21	41,045	66,903	E
182		Customer Service Manager	42,827	71,219	22	43,918	71,586	E
182		Facilities Manager	42,827	71,219	22	43,918	71,586	NE
187		Sr. Planner	46,030	76,544	23	46,992	76,597	E
182		City Clerk	42,827	71,219	24	50,281	81,958	E
187		Civil Engineer	46,030	76,544	24	50,281	81,958	E
480		Fire Battalion Chief	39,645	80,392	24	50,281	81,958	E
189		Network Administrator	48,568	80,746	24	50,281	81,958	E
188		Principal Planner	47,299	78,666	24	50,281	81,958	E
189		Public Utilities Engineer	48,568	80,746	24	50,281	81,958	E
189		Public Works Engineer	48,568	80,746	24	50,281	81,958	E
182		Purchasing Manager	42,827	71,219	24	50,281	81,958	E

* Incentive pay for NALA or comprable certification can be received up to 7%
NB-Enclosures - with city attorney and city manager.xlsx

City of Port Orange
Non-Bargaining Unit- Internal Relationship

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
182		Assistant Public Utilities Director	42,827	71,219	25	53,801	87,696	E
182		Assistant Public Works Director	42,827	71,219	25	53,801	87,696	E
190		Community Development Engineer	53,643	89,253	25	53,801	87,696	E
187		Compliance Manager	46,030	76,544	25	53,801	87,696	E
483		Deputy Fire Chief	58,282	84,406	25	53,801	87,696	E
483		Fire Marshal	58,282	84,406	25	53,801	87,696	E
182		Risk Manager	42,827	71,219	25	53,801	87,696	E
190		Accounting Manager	53,643	89,253	26	57,567	93,834	E
189		Building Official	48,568	80,746	26	57,567	93,834	E
190		Construction & Engineering Mgr	53,643	89,253	26	57,567	93,834	E
190		IT Manager	53,643	89,253	26	57,567	93,834	E
190		Planning Manager	53,643	89,253	26	57,567	93,834	E
363		Police Captain	59,072	85,571	26	57,567	93,834	E
363		Assistant Police Chief	59,072	85,571	27	61,597	100,403	E
585		Administrative Services Director	115,357	Actual	30	75,459	122,000	E
585		Community Development Director	113,714	Actual	30	75,459	122,000	E
585		Finance Director	98,509	Actual	30	75,459	122,000	E
585		Fire Chief	98,509	Actual	30	75,459	122,000	E
585		Parks and Rec Director	90,979	Actual	30	75,459	122,000	E
585		Police Chief	119,746	Actual	30	75,459	122,000	E
585		Public Utilities Director			30	75,459	122,000	E
585		Public Works Director	98,176	Actual	30	75,459	122,000	E
190		Assistant City Attorney/Legal Adv	53,643	89,253	31	80,741	131,608	E
		Assistant City Manager			31	80,741	131,608	E
Ung		City Attorney	116,459	Actual	Ungraded	108,000	171,000	E
Ung		City Manager	150,010	Actual	Ungraded	120,000	190,000	E

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NB-Enclosures - with city attorney and city manager.xlsx

City of Port Orange
Non-Bargaining Unit- Alphabetical

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
165		Accountant	35,776	59,467	19	35,850	58,436	NE
190		Accounting Manager	53,643	89,253	26	57,567	93,834	E
135		Accounting Tech (Accounting Technician II)	25,938	43,514	15	27,350	43,760	NE
155		Accounting Tech (Accounting Technician III)	31,949	53,456	15	27,350	43,760	NE
120		Administrative Assistant(Office Ass't IV)	23,462	39,395	14	25,561	41,038	NE
585		Administrative Services Director	115,357	Actual	30	75,459	122,000	E
165		Applications Administrator	35,776	59,467	20	38,359	62,525	E
165		AS400 Mid-Range Programmer	35,776	59,467	20	38,359	62,525	E
190		Assistant City Attorney/Legal Adv	53,643	89,253	31	80,741	131,608	E
		Assistant City Manager			31	80,741	131,608	E
363		Assistant Police Chief	59,072	85,571	27	61,597	100,403	E
182		Assistant Public Utilities Director	42,827	71,219	25	53,801	87,696	E
182		Assistant Public Works Director	42,827	71,219	25	53,801	87,696	E
170		Building Insp/Plans Examiner	37,544	62,442	20	38,359	62,525	NE
189		Building Official	48,568	80,746	26	57,567	93,834	E
160		Building Permit Coordinator	33,530	56,118	19	35,850	58,436	NE
150		Buyer	30,451	50,918	18	33,505	54,613	NE
170		Capital Improv/Revenue Coord.	37,544	62,442	20	38,359	62,525	E
175		Chief Inspector	39,437	65,582	21	41,045	66,903	NE
170		Chief Plant Operator	37,544	62,442	21	41,045	66,903	NE
		City Attorney	116,459	Actual	Ungraded	108,000	171,000	E
182		City Clerk	42,827	71,219	24	50,281	81,958	E
		City Manager	150,010	Actual	Ungraded	120,000	190,000	E
187		Civil Engineer	46,030	76,544	24	50,281	81,958	E
140		Code Compliance Inspector	28,330	47,424	17	31,313	51,040	NE
160		Code Enforcement Supervisor	33,530	56,118	19	35,850	58,436	NE
150		Combination Inspector	30,451	50,918	18	33,505	54,613	NE
585		Community Development Director	113,714	Actual	30	75,459	122,000	E
190		Community Development Engineer	53,643	89,253	25	53,801	87,696	E
187		Compliance Manager	46,030	76,544	25	53,801	87,696	E
190		Construction & Engineering Mgr	53,643	89,253	26	57,567	93,834	E
160		Construction/ Utilities Inspector	33,530	56,118	19	35,850	58,436	NE
125		CSO - Animal Control	24,440	40,934	15	27,350	43,760	NE
125		CSO - Crime Statistician	24,440	40,934	15	27,350	43,760	NE
125		CSO - Evidence	24,440	40,934	16	29,264	46,822	NE
125		CSO - PAL Director	24,440	40,934	15	27,350	43,760	NE
125		CSO - Patrol	24,440	40,934	15	27,350	43,760	NE

* Incentive pay for NALA or comprable certification can be received up to 7%
NB-Enclosures - with city attorney and city manager.xlsx

City of Port Orange
Non-Bargaining Unit- Alphabetical

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
125		CSO - Quartermaster	24,440	40,934	16	29,264	46,822	NE
125		CSO - Records	24,440	40,934	13	23,880	38,108	NE
125		CSO - Victim Advocate	24,440	40,934	15	27,350	43,760	NE
136		Customer Service Billing Clerk	26,270	43,950	15	27,350	43,760	NE
182		Customer Service Manager	42,827	71,219	22	43,918	71,586	E
117		Customer Service Rep I	22,506	37,752	13	23,880	38,108	NE
126		Customer Service Rep II	24,502	41,038	14	25,561	41,038	NE
136		Customer Service Rep III	26,270	43,950	15	27,350	43,760	NE
140		Customer Service Supervisor	28,330	47,424	17	31,313	51,040	NE
483		Deputy Fire Chief	58,282	84,406	25	53,801	87,696	E
160		Development Review Tech.	33,530	56,118	19	35,850	58,436	NE
165		Engineering Specialist (Engineer)	35,776	59,467	20	38,359	62,525	NE
155		Executive Asst. to City Mgr.	31,949	53,456	18	33,505	54,613	NE
182		Facilities Manager	42,827	71,219	22	43,918	71,586	NE
585		Finance Director	98,509	Actual	30	75,459	122,000	E
480		Fire Battalion Chief	39,645	80,392	24	50,281	81,958	E
585		Fire Chief	98,509	Actual	30	75,459	122,000	E
483		Fire Marshal	58,282	84,406	25	53,801	87,696	E
		Fire Quartermaster	New		16	29,264	46,822	NE
		Fleet Superintendent	New Position		20	38,359	62,525	E
170		GIS Analyst (GIS Tech)	37,544	62,442	20	38,359	62,525	NE
170		Grants/Contract Accountant	37,544	62,442	20	38,359	62,525	E
150		Helpdesk Specialist	30,451	50,918	17	31,313	51,040	NE
155		HR Administrator	31,949	53,456	19	35,850	58,436	NE
155		HR/Payroll Coordinator	31,949	53,456	19	35,850	58,436	NE
190		IT Manager	53,643	89,253	26	57,567	93,834	E
165		Lab Manager	35,776	59,467	20	38,359	62,525	E
189		Network Administrator	48,568	80,746	24	50,281	81,958	E
155		Paralegal *	31,949	53,456	19	35,850	58,436	NE
135		Parks & Rec Program Spec.	25,938	43,514	15	27,350	43,760	NE
155		Parks & Rec Supervisor	31,949	53,456	19	35,850	58,436	NE
585		Parks and Rec Director	90,979	Actual	30	75,459	122,000	E
150		PC Specialist	30,451	50,918	18	33,505	54,613	NE
117		Permit Licensing Technician	22,506	37,752	14	25,561	41,038	NE
175		PIO & Grants Manager	39,437	65,582	21	41,045	66,903	E
175		Planner	39,437	65,582	21	41,045	66,903	E
190		Planning Manager	53,643	89,253	26	57,567	93,834	E

* Incentive pay for NALA or comprable certification can be received up to 7%

NB-Enclosures - with city attorney and city manager.xlsx

City of Port Orange
Non-Bargaining Unit- Alphabetical

			Present		Proposed			
			Min	Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate				FLSA
363		Police Captain	59,072	85,571	26	57,567	93,834	E
585		Police Chief	119,746	Actual	30	75,459	122,000	E
188		Principal Planner	47,299	78,666	24	50,281	81,958	E
95		Program Leader	17,701	29,723	11	20,865	33,384	NE
170		Proprietary Funds Accountant	37,544	62,442	20	38,359	62,525	E
585		Public Utilities Director			30	75,459	122,000	E
189		Public Utilities Engineer	48,568	80,746	24	50,281	81,958	E
585		Public Works Director	98,176	Actual	30	75,459	122,000	E
189		Public Works Engineer	48,568	80,746	24	50,281	81,958	E
182		Purchasing Manager	42,827	71,219	24	50,281	81,958	E
		PW Maintenance Superintendent	New Position		20	38,359	62,525	E
150		Recreation Coordinator	30,451	50,918	18	33,505	54,613	NE
155		Right-of-Way Agent	31,949	53,456	19	35,850	58,436	NE
182		Risk Manager	42,827	71,219	25	53,801	87,696	E
150		Special Events Coordinator	30,451	50,918	18	33,505	54,613	NE
175		Sr. Accountant	39,437	65,582	21	41,045	66,903	E
140		Sr. Administrative Assistant (Office Ass't V)	28,330	47,424	17	31,313	51,040	NE
165		Sr. I.T. Analyst	35,776	59,467	20	38,359	62,525	E
187		Sr. Planner	46,030	76,544	23	46,992	76,597	E
110		Staff Assistant (Office Assistant III)	21,611	36,254	12	22,326	35,722	NE
165		Superintendent	35,776	59,467	20	38,359	62,525	E
95		TV Production Specialist	17,701	29,723	11	20,865	33,384	NE
170		Utilities Budget Analyst	37,544	62,442	20	38,359	62,525	E
160		Utility Inspector	33,530	56,118	19	35,850	58,436	NE
140		Victim Advocate Coordaintor	28,330	47,424	17	31,313	51,040	NE
170		Web Developer/Programmer	37,544	62,442	21	41,045	66,903	E

Salary Schedule

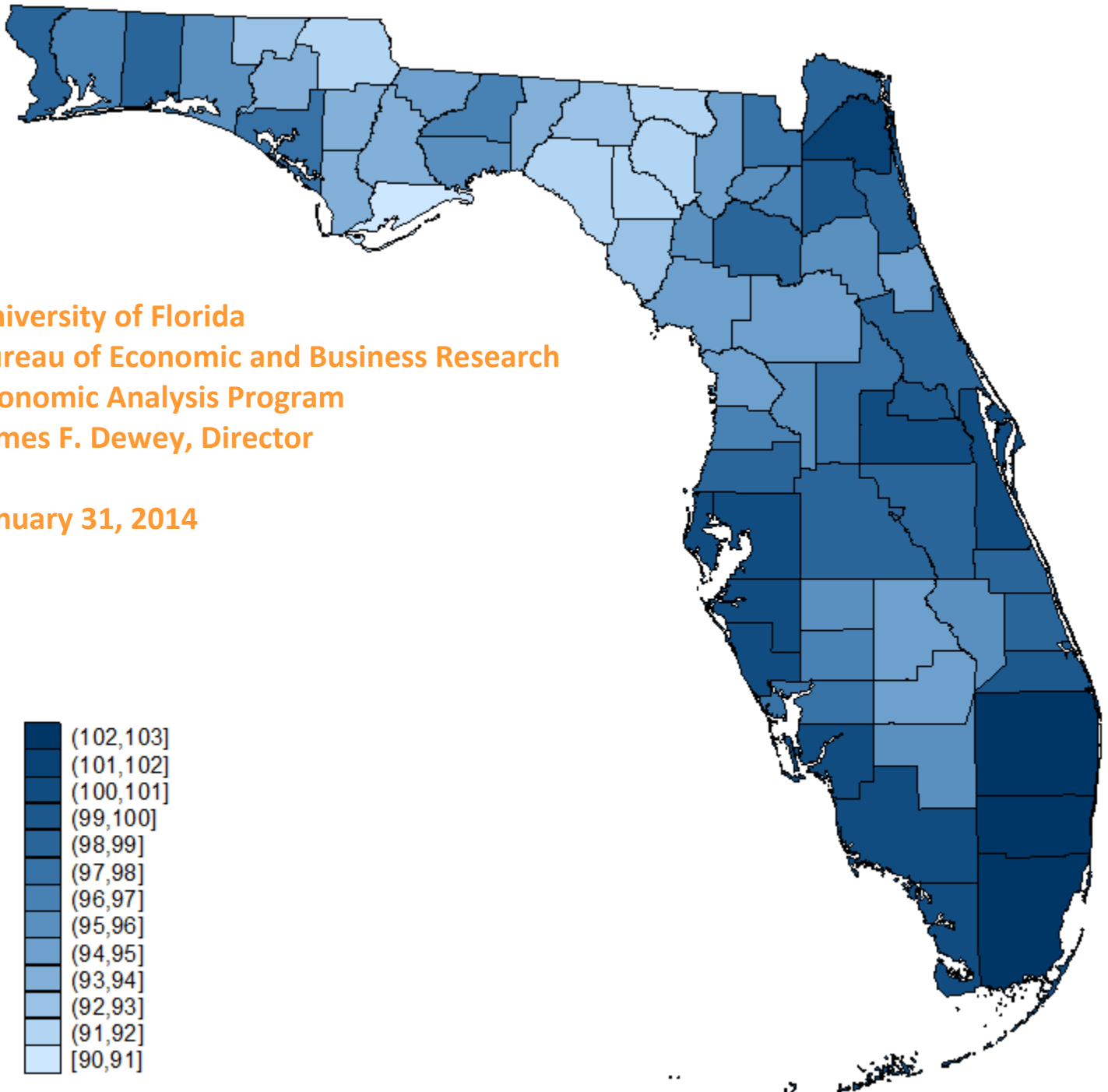
Pay Grade	Minimum	Midpoint	Maximum
10	9.38	12.19	15.00
	19,500	25,350	31,200
11	10.03	13.04	16.05
	20,865	27,125	33,384
12	10.73	13.95	17.17
	22,326	29,024	35,722
13	11.48	14.93	18.37
	23,880	31,044	38,208
14	12.29	16.01	19.73
	25,561	33,300	41,038
15	13.15	17.09	21.04
	27,350	35,555	43,760
16	14.07	18.29	22.51
	29,264	38,043	46,822
17	15.05	19.80	24.54
	31,313	41,177	51,040
18	16.11	21.18	26.26
	33,505	44,059	54,613
19	17.24	22.66	28.09
	35,850	47,143	58,436
20	18.44	24.25	30.06
	38,359	50,442	62,525
21	19.73	25.95	32.17
	41,045	53,974	66,903
22	21.11	27.77	34.42
	43,918	57,752	71,586
23	22.59	29.71	36.83
	46,992	61,794	76,597

Salary Schedule

24	24.17	31.79	39.40
	50,281	66,120	81,958
25	25.87	34.01	42.16
	53,801	70,748	87,696
26	27.68	36.39	45.11
	57,567	75,701	93,834
27	29.61	38.94	48.27
	61,597	81,000	100,403
28	31.69	41.67	51.65
	65,909	86,670	107,432
29	33.90	44.58	55.26
	70,522	92,736	114,951
30	36.28	47.71	59.13
	75,459	99,229	122,998
31	38.82	51.05	63.27
	80,741	106,175	131,608

2013

Florida Price Level Index



A copy of this report may be obtained from <http://www.behr.ufl.edu> or <http://www.fldoe.org/fefp/>.

Florida Price Level Index for School Personnel

County	2013	2012	2011
Alachua	98.27	97.81	97.53
Baker	97.03	97.06	97.23
Bay	97.56	94.27	94.81
Bradford	96.46	96.50	96.66
Brevard	100.22	101.09	101.18
Broward	102.67	103.05	103.01
Calhoun	93.26	90.12	90.63
Charlotte	97.49	98.28	98.78
Citrus	94.99	93.66	94.04
Clay	99.07	99.11	99.28
Collier	100.28	103.92	101.91
Columbia	94.85	94.96	95.48
Dade	102.51	101.34	101.73
De Soto	96.48	96.72	97.14
Dixie	92.88	92.44	92.17
Duval	101.43	101.47	101.64
Escambia	98.20	95.32	95.36
Flagler	94.38	94.04	94.94
Franklin	90.67	91.36	91.92
Gadsden	94.19	92.94	93.74
Gilchrist	95.02	94.58	94.30
Glades	94.50	97.59	96.18
Gulf	93.98	92.06	92.08
Hamilton	91.47	91.77	91.31
Hardee	95.30	96.05	96.21
Hendry	95.62	97.61	97.11
Hernando	96.77	96.72	97.00
Highlands	94.29	93.62	94.09
Hillsborough	100.75	101.37	101.65
Holmes	92.23	91.71	91.04
Indian River	98.47	100.15	98.67
Jackson	91.79	92.27	92.39
Jefferson	93.94	91.15	91.38
Lafayette	91.44	91.01	90.75
Lake	97.02	96.43	96.95
Lee	100.87	102.15	102.67
Leon	96.75	93.87	94.08
Levy	94.86	94.42	94.15
Liberty	93.01	93.68	90.86
Madison	92.32	89.82	90.13
Manatee	100.05	101.85	102.02
Marion	94.97	95.51	95.83
Martin	99.24	101.76	99.30
Monroe	100.24	102.96	104.03
Nassau	98.67	98.71	98.88
Okaloosa	98.76	98.20	97.48
Okeechobee	95.07	96.90	95.55
Orange	100.49	99.88	100.42
Osceola	98.96	97.95	98.10
Palm Beach	102.18	104.90	103.78
Pasco	98.83	98.65	98.93
Pinellas	100.87	100.11	99.89
Polk	98.17	97.87	98.48
Putnam	95.30	95.33	95.50
Saint Johns	98.02	98.05	98.23
Saint Lucie	98.91	99.73	98.15
Santa Rosa	96.41	94.68	93.98
Sarasota	100.97	101.22	99.66
Seminole	99.17	99.33	99.35
Sumter	95.45	95.65	95.49
Suwannee	91.81	91.65	93.78
Taylor	92.00	90.86	92.32
Union	95.38	95.42	95.58
Volusia	98.25	95.78	96.19
Wakulla	95.27	94.74	92.94
Walton	95.69	96.70	97.33
Washington	93.74	91.24	91.10

The Florida Price Level Index (FPLI) was established by the Legislature as the basis for the District Cost Differential (DCD) in the Florida Education Finance Program. In this role, the FPLI is used to represent the costs of hiring equally qualified personnel across school districts. Since 1995, and at the request of the Legislature, the Bureau of Economic and Business Research (BEBR) at the University of Florida has performed an ongoing review of the methodology of the FPLI and has made appropriate recommendations to improve it. Since 2000, BEBR has also been responsible for calculating the FPLI. To denote its intended use as an adjustment factor for school personnel costs, the index presented in this report is referred to as the FPLI for School Personnel, or FPLI_SP. Note that this is a cross-sectional measure that compares relative wage levels among Florida's 67 counties and does not measure inflation from one year to the next.

Results

The table on this page presents the index for 2013, which is constructed so that the population-weighted average is 100. The median Floridian, ranked by county FPLI_SP, lives in Hillsborough County, with an index value of 100.75. That is, less than half of the state's residents live in counties with index values that are greater than 100.75, less than half in counties with index values that are less than 100.75, and the rest live in Hillsborough County. The 7 counties with index values over 100.75 together account for 44.4 percent of the state's population and the 59 counties with index values below 100.75 together account for 49.1 percent of the state's population. The map on the cover displays the distribution of the FPLI_SP across the state. Index values tend to be higher in more populous counties. As population density increases workers face higher housing costs, longer commutes, or both, for which they must be compensated in the form of higher wages. Of course, factors other than

housing prices affect wages in a market economy, so relative wages do not track relative housing prices exactly.

About the FPLI

Use of the FPLI in the DCD assumes districts must offer salaries that will support similar standards of living to attract equally qualified personnel. It further assumes that the FPLI measures the relative costs of maintaining a given standard of living across Florida's counties—that is, the FPLI is used as a Cost of Living Index (COLI) in the DCD.

The Consumer Price Index (CPI), constructed by the U.S. Bureau of Labor Statistics (BLS) using the concept of a COLI as a framework, is perhaps the best known example of a price index.¹ Indeed, use of the FPLI to index costs from one Florida county to the next parallels the use of the CPI by the Federal Government to index Social Security funds from one year to the next. The CPI calculation, however, is not static—the BLS continually evaluates and improves its methods. Numerous adjustments are made to measured price data to make the CPI more appropriate in its intended use as a COLI for comparisons across time periods at a given location.² BEBR's work on the FPLI since 1995 has been aimed at making it more accurate and appropriate in its use as a COLI for comparisons across locations at a given point in time.

At a given location, factors other than the monetary costs of goods and services that significantly affect the compensation needed to maintain a given standard of living are nearly the same from one year to the next. Variations in climate from year to year, for example, can usually be ignored

¹ Question 4 under "Frequently Asked Questions" at the CPI homepage <http://www.bls.gov/cpi/home.htm> discusses this point. Chapter 17 of the *BLS Handbook of Methods*, which may be accessed at the same web site, contains more detail.

² Links to documentation for many hedonic adjustments may be found at <http://www.bls.gov/cpi/home.htm>

when estimating changes in the cost of living. Across locations, however, such factors as climate, cultural and recreational opportunities, and services and taxes vary widely. In turn, variations in these factors affect workers' standards of living and thus the ability of employers—including school districts—to hire personnel. Thus, a COLI intended to make comparisons across space must allow for variation in such factors.³ Beginning with the 2003 FPLI, BEBR has used data on private market wages to construct an index of the relative compensation required to attract equally qualified workers across Florida's school districts. Referred to as the FPLI_SP, this index is more appropriate for comparing the costs of hiring equally qualified personnel for identical jobs across locations at a given point in time.⁴

Across areas, other things being equal, places that are more productive, and thus more attractive to firms, will have higher wages and prices, while places that are more pleasant in which to live, and thus more attractive to workers, will have lower wages and higher prices. Consequently, a simple weighted average of the relative prices of purchased goods and services is inferior to the FPLI_SP as a COLI in a spatial context. In areas that are otherwise less attractive to live in, relative wages will exceed relative prices, while in areas that are otherwise more attractive to live in, relative prices will exceed relative wages.

Within areas, firms that must locate closer to the urban core must pay higher wages than firms free to locate near suburban or outlying areas. That is because those who work at firms located in the urban core must either pay higher

housing costs or endure longer commutes. Further, the larger the difference between housing costs in the urban core and in suburban and outlying areas, the larger this pay difference will be. Therefore, types of jobs that tend to be concentrated farther from the urban core will show less difference in average wages between cities with high housing costs and cities with low housing costs than types of jobs that tend to be concentrated nearer the urban core. Therefore, BEBR controls for occupational centrality in constructing the FPLI. Similarly, productivity in some occupations may be more sensitive than average to city size or city income, and BEBR also controls for these affects.

In calculating the FPLI_SP, BEBR uses statistical techniques to estimate a raw index of wages for comparable workers employed in jobs of comparable centralization of employment across counties. Wage data for this calculation consist of average wages for over 700 occupations across Florida's 67 counties. Although data for each specific occupation are not available for all 67 counties, data for many individual occupations are available in even small counties. The Florida Department of Economic Opportunity's Bureau of Labor Market Statistics collects these data as part of the U.S. Bureau of Labor Statistics' Occupational Employment Statistics (OES) Survey. Measures of occupational centralization are calculated from the US Census Public Use Microdata Sample and are used to capture differing adjustments across occupations with differing propensities to locate near the urban core.

Once the raw index has been calculated, additional techniques are used to smooth statistical variation. First, BEBR generates predicted index values for each county based on the correlation between the raw index and characteristics related to labor market outcomes, for example population density. This predicted index and the raw index are then combined by calculating a weighted average of the two. To illustrate, if the weight placed on the

predicted index in the weighted average were 0.4, the weight placed on the raw index would be 0.6. The weights for each county are calculated to maximize the precision of the resulting estimate. Therefore, the higher the precision of the predicted index relative to the raw index, the higher the weight placed on the predicted index and the lower the weight placed on the raw index. Second, wages in nearby counties cannot differ too much from one another without inducing workers to commute from the low wage county to the high wage county. Therefore BEBR applies geographic smoothing to ensure differences in the index estimates for nearby counties are not inconsistent with their geographic proximity.

Summary

This report presented the 2013 FPLI_SP and the methodology used in its calculation. The index uses extensive data on wages, occupational characteristics, and local characteristics to estimate the relative wage level needed to maintain a given standard of living for occupations comparable to school personnel across Florida's counties. Although many things affect counties' FPLI_SP position, counties that are urban tend to have higher values.

³ In terms of the CPI methodology adapted to a spatial context, this would be analogous to a full hedonic adjustment to the price of land across space to reflect all factors affecting standards of living that are determined with choice of residential location.

⁴ In the 2003 FPLI Report, what is now designated as the FPLI_SP was named the Low Centrality FPLI_A.

(CONFIDENTIAL MATERIAL)

FOR DEVELOPING COLLECTIVE

BARGAINING STRATEGIES

A.

IAFF BARGAINING UNIT POSITIONS

Findings: The present minimum rates were below the market surveyed results while the present maximum rates in two classifications were above the market surveyed.

City of Port Orange
IAFF Bargaining Unit

			Present		Proposed	
			Min		Minimum	Maximum
Grade		Position	Hiring Rate	Maximum Rate		
		Firefighter/Tech I	10.77	17.93	11.73	18.15
		Driver Engineer	11.91	19.03	12.66	19.03
						(Survey Avg. 18.85)
		Tech II Paramedics	12.39	20.60	13.56	20.60
						(Survey Avg. 19.23)
		Fire Lieutenants	14.59	22.19	15.23	22.19

Confidential for Bargaining Purposes

B.

PBA BARGAINING UNIT POSITIONS

Findings: The present minimum rates of two classifications (Police Officer, Police Sergeant) were below the market surveyed and the present maximum rates in two classifications (Police Officer and Police Sergeant) were above the market surveyed.

City of Port Orange
PBA Bargaining Unit

			Present		Proposed	
			Min		Minimum	Maximum
Grade		Position	Hiring Rate	Maximum Rate		
		Police Officer	15.37	26.53	16.37	26.53
						(Survey avg 25.95)
		Police Sergeant	19.61	34.81	20.69	34.81
						(Survey avg 32.15)
		Police Lieutenant	24.52	38.22	24.52	38.38
					(Survey avg 23,18)	

Confidential for Bargaining Purposes

C.

PEA BARGAINING UNIT POSITIONS

Findings: The present minimum and maximum rates were below the market surveyed.

The breakdown of our findings are:

Approximately 24% of the PEA Bargaining Positions' minimums were between 1% - 5% below market

Approximately 40% of the PEA Bargaining Positions' minimums were between 5% - 10% below market.

Approximately 28% of the PEA Bargaining Positions' minimums were between 10% - 15% below market.

Approximately 8% of the PEA Bargaining Positions' minimums were between 15% - 20% below market.

City of Port Orange
by Internal Relationship

			Present			Proposed			FLSA
			Min		Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate	Maximum Rate				
		Courier	New			11	20,865	33,385	NE
95		Custodian	17,701		29,723	11	20,865	33,385	NE
95		Water Meter Repairman	17,701		29,723	11	20,865	33,385	NE
110		Maintenance Worker	21,611	17.43	36,254	13	23,880	38,206	NE
115		Meter Reader	22,235	17.94	37,315	13	23,880	38,206	NE
		Meter Reader Aide	New			13	23,880	38,206	NE
		Utilities Meter Reader	22,235	17.94	37,315	14	25,561	41,038	NE
120		Sr. Meter Reader	23,462	18.94	39,395	14	25,561	41,038	NE
120		Storekeeper	23,462	18.94	39,395	14	25,561	41,038	NE
122		Utility Service Worker	23,629	19.05	39,624	14	25,561	41,038	NE
126		Equipment Operator	24,502	19.73	41,038	14	25,561	41,038	NE
126		Sign/Bldg Technician	24,502	19.73	41,038	14	25,561	41,038	NE
126		Small Engine Mechanic	24,502	19.73	41,038	14	25,561	41,038	NE
132		Crew Chief	25,563	20.57	42,786	15	27,350	43,760	NE
		Heavy Equipment Operator	New			15	27,350	43,760	NE
135		Lift Station Mechanic	25,938	20.92	43,514	15	27,350	43,760	NE
135		Plant Mechanic	25,938	20.92	43,514	15	27,350	43,760	NE
135		Utilities Technician	25,938	20.92	43,514	15	27,350	43,760	NE
136		Automotive Mechanic	26,270	21.13	43,950	16	29,264	46,822	NE
138		Treatment Plant Operator *	27,477	22.12	46,010	17	31,313	51,040	NE
140		Senior Utilities Technician	28,330	22.80	47,424	16	29,264	46,822	NE
145		Lab Technician	28,974	23.31	48,485	16	29,264	46,822	NE
146		Foreman	29,536	23.77	49,442	17	31,313	51,040	NE
150		Assistant Lab Manager	30,451	24.48	50,918	17	31,313	51,040	NE
150		Chief Plant Mechanic	30,451	24.48	50,918	18	33,505	54,613	NE
150		Instrument Control Technician	30,451	24.48	50,918	18	33,505	54,613	NE

City of Port Orange
by Internal Relationship

Confidential for Bargaining Purposes

			Present			Proposed			FLSA
			Min		Max	P/G	Minimum	Maximum	
Grade		Position	Hiring Rate	Maximum Rate	Maximum Rate				
150		Shift Supervisor	30,451	24.48	50,918	18	33,505	54,613	NE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: FDOT Landscape Discretionary Grant Applications

DEPARTMENT: City Manager

RECOMMENDED MOTION: To authorize the City Manager to submit three grant applications to the Florida Department of Transportation (FDOT) landscape discretionary grant program to fund landscape installation costs for the Dunlawton median, US 1 median and I-95 Interchange Beautification projects. In addition, authorize the Mayor and City Clerk to execute any agreements or contracts and approve providing City funds for irrigation.

SUMMARY: City staff is recommending that the City apply for funding assistance from the Florida Department of Transportation (FDOT) Landscape Discretionary Grant program for Dunlawton median, US 1 median and I-95 Interchange landscape improvements. FDOT Landscape Discretionary Grants are one of the few grant programs that fund landscaping projects on State roads. The next cycle of funds becomes available July 2016.

The funds are available on a first-come, first-served basis and fund the installation costs of landscape materials. The City received two such grants for the Town Center median projects that were completed in 2014.

The City can request funding for the cost of landscape installation and the City would provide funds for irrigation, if needed. The three grant applications are detailed below:

1. Dunlawton Median Beautification:

Medians from Nova Road to the I-95 Interchange (Phases 2 and 3). This project includes complete refurbishment of all landscape and does not require new irrigation. The estimated landscape installation costs total \$650,000.00. The City is requesting \$650,000.00 from FDOT.

2. US 1 Median Beautification:

Medians from Dunlawton Avenue to the Rose Bay Bridge. This project includes complete refurbishment of all landscape and approximately half of the project does not require new irrigation. The southern half of the project from Fleming Avenue to Rose Bay requires installation of irrigation wells and irrigation installation. The estimated landscape installation costs total \$500,000 and the estimated irrigation wells and irrigation system installation costs total \$182,000. The City's FY16 CIP has

\$56,250 shown for landscape and \$100,000 shown for irrigation. The City is requesting \$500,000 from FDOT. If the grant is received, the landscape budget of \$56,250 can be transferred to increase the irrigation budget.

3. I-95 Interchange Beautification:

This project will require irrigation and landscaping of the new interchange. The interchange is being reconstructed with the I-95 widening project. Final plans are not available, however staff estimates the costs for landscaping to be approximately \$400,000 and the costs for irrigation to be approximately \$100,000. The City is requesting \$400,000 from FDOT.

Fiscal Impact Statement:

Dunlawton Median Beautification Phases 2 and 3 are budgeted for FY15 and FY16 with \$250,000 each year (total of \$500,000). Since the grant funds do not become available until July 2016 staff is recommending that the FY15 funds carry over to FY16. If the grant is awarded, it will fund \$650,000 which is the estimated cost of construction.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Donahue, Kent	Created/Initiated - 01/06/2015
Harden, David	Approved - 01/06/2015
Harden, David	Final Approval - 01/06/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Resolution No. 15-10 - Budget Resolution for Florida Housing Finance Corporation

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-10.

SUMMARY: Three different developers have approached the City requesting \$50,000 in support from the City if their application for Florida Housing Finance Corporation (FHFC) funding for affordable apartment housing were to be approved. No more than one application could potentially be approved. City Council previously agreed to make the contribution in the form of a fee deferral. In order to generate \$50,000 in present value savings the City must defer \$400,000 in fees.

The attached resolution establishes a budget for our local contribution for such a Florida Housing Finance Corporation affordable multi-family housing project, if an application is approved in Port Orange and the deferral is needed. Since the contribution is in the form of a fee deferral, transfers from the loan pool are used to make the affected funds whole during the length of the fee deferral. The loan pool will be repaid as the deferred fees are paid.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-10	Reso. No. 15-10.doc
2.	Exhibit A	Reso. No. 15-10 Exhibit A.xlsx

Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 01/13/2015
Approved - 01/14/2015
Final Approval - 01/14/2015

RESOLUTION NO. 15 - 10

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FLORIDA HOUSING
FINANCE CORPORATION (FHFC) FEE DEFERRAL
APPLICATION FOR THE FHFC FY2015
APPLICATION PERIOD; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the request for applications to be submitted; and

WHEREAS, the City Council desires to appropriate the funds related to various operating items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2014 through September 30, 2015.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

FY 2015 Loan Pool Fund 508
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
--	--------------------

REVENUES:

Appropriated Equity	400,000
TOTAL REVENUE	400,000

EXPENDITURES:

Transfer to 109 Building Special Revenue Fund	31,447
<u>Transfer to 311 Fire Impact Fee Fund</u>	16,749
Transfer to 312 Transporation Impact Fee Fund	41,252
Transfer to 401 W/S Operating Fund	32,059
Transfer to 405 W/S Impact Fee Fund	191,992
Transfer to 412 Drainage Fee Fund	2,757
Transfer to 611 Recreation Impact Fee Fund	83,744
TOTAL EXPENDITURE	400,000

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Building Special Revenue Fund 109
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	31,447
Appropriated Equity	(31,447)
TOTAL REVENUES:	<u>0</u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u>0</u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Fire Impact Fee Fund 311
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	16,749
Appropriated Equity	(16,749)
TOTAL REVENUES:	<u><u>0</u></u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u><u>0</u></u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Transportation Impact Fee Fund 312
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	41,252
Appropriated Equity	(41,252)
TOTAL REVENUES:	<u>0</u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u>0</u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Water / Sewer Operating Fund 401
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	32,059
Appropriated Equity	(32,059)
TOTAL REVENUES:	<u>0</u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u>0</u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Water / Sewer Impact Fee Fund 405
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	191,992
Appropriated Equity	(191,992)
TOTAL REVENUES:	<u>0</u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u>0</u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Drainage Fee Fund 412
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	2,757
Appropriated Equity	(2,757)
TOTAL REVENUES:	<u><u>0</u></u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u><u>0</u></u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.

FY 2015 Recreation Impact Fee Fund 611
PREPARED: 1/12/14
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from 508 Loan Pool	83,744
Appropriated Equity	(83,744)
TOTAL REVENUES:	<u>0</u>

EXPENDITURES:

	0
TOTAL EXPENDITURES:	<u>0</u>

To budget the local contribution to the Florida Housing Finance Corporation (FHFC) application for an affordable multi-family housing project in the form of a fee deferral. Provided a Port Orange site is selected by the FHFC from the Volusia County proposals submitted for the FHFC FY2015 application period, transfers from the Loan Pool would make the impacted funds whole and an Accounts Receivable would be booked and paid back by the developer in equal installments.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and Lemon St, west of FEC Railroad

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve the Site Improvements Agreement for the Atlantic Marine Site Plan

SUMMARY:

This proposed Site Improvements Agreement (SIA) has been prepared in conjunction with the Atlantic Marine site plan for the construction of associated off-site improvements to serve the proposed Atlantic Marine boat sales, repair, and storage facility. The SIA is for the construction of a public water line, a left turn lane in the Dunlawton Avenue median, an 8-foot wide sidewalk, installation of two public fire hydrants, and expansion of Lemon Street at its intersection with Dunlawton Avenue including a shallow retention area. These public improvements will be constructed along with other private on-site improvements (landscaping, fencing, parking lot, building, driveway connections to Lemon Street and Dunlawton Avenue, stormwater infrastructure, etc.) for the Atlantic Marine site plan. The agreement is attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Atlantic Marine Site Improvement Agreement	Atlantic Marine SIA REVISED 1.14.15.pdf
----	--	---

Fenwick, Robin
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 01/08/2015
Approved - 01/08/2015
Approved - 01/14/2015
Final Approval - 01/14/2015

This Document Prepared By:
Matthew J. Jones, Esq.
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

Please Return Recorded Document to:
Office of City Clerk
1000 City Center Circle
Port Orange, FL 32129

Space Reserved for Recording per §695.26(e)(1) Florida Statutes (2010)

CITY OF PORT ORANGE, FLORIDA SITE IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the City of Port Orange, Florida, a chartered municipal corporation, (hereinafter referred to as "the City") whose address is: 1000 City Center Circle, Port Orange FL 32129; and B.D.W. Land Holdings, LLC, a Florida limited liability company, (hereinafter referred to as "Developer") whose address is: 5481 S. Ridgewood Avenue, Port Orange, FL 32127.

WITNESSETH

WHEREAS, Developer warrants that it is the owner of the property legally described on **Exhibit "A"** attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, Developer desires to develop the Subject Property and has submitted site plans designated as Atlantic Marine; and

WHEREAS, upon approval of said plans according to the requirements of the City's Land Development Code and the laws of Florida, the Mayor is authorized to execute this agreement to assure the completion of the public improvements shown on said plans.

NOW, THEREFORE, the parties hereto agree as follows:

1. Developer warrants that it will complete the improvements consisting of the construction of a public potable water line, a left turn lane in the Dunlawton Avenue median, eight (8) foot wide sidewalk, two (2) fire hydrants, and the expansion of Lemon Street at its intersection with Dunlawton Avenue including a shallow retention area, as reflected on the drawings and estimated costs submitted for review to the City Council as prepared by Mike Zaffuto, P.E., Florida License No. 74069 and attached hereto as **Exhibit "B"** (the "Improvements"). The drawings referenced herein are provided to show the general location of the Improvements and may not accurately reflect the final design and layout. The Improvements shall be completed

in accordance with the Site Plan stamped "Approved for Construction" and with the Port Orange Land Development Code and any other applicable regulations, ordinances or laws of the City or State. Failure to construct and complete such improvements in compliance with the terms of this agreement shall constitute grounds for the City to halt further development or construction under this agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the Subject Property. In the event the Owner begins the Improvements and, prior to completion, the Subject Property is undisturbed for 30 or more consecutive days, the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the Subject Property for the costs of such stabilization.

2. All Improvements shall be completed within twelve (12) months of the date the plans are date stamped as "Approved for Construction." Upon completion of construction of proposed fire hydrants and acceptance by the City, fire hydrants shall become the property of the City.
3. Execution of this agreement and provision of a financial guarantee prepared and recorded in the public records of Volusia County in accordance with Section 255.05, Florida Statutes (2013), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required Improvements shall allow the Developer to proceed with development of the Subject Property upon compliance with the requirements of the Land Development Code. If all required Improvements are not completed as required under this agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for the completion of said Improvements, including reasonable administrative costs in the completion of the construction.
4. In the event that the Improvements not be completed as required under this agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required Improvements. Further, the City is hereby authorized to assess the cost of installing or completing said Improvements against the Subject Property. Such Improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes. The Developer hereby grants to the City a temporary access, ingress, egress and construction easement for the purposes set forth in this paragraph.
5. Notwithstanding the foregoing, no certificate of occupancy shall be issued for any site located on the subject Property until all Improvements reflected on the plans approved by the City referenced in Paragraph 1, above, have been completed and accepted by the City.
6. At the time that construction is determined to be complete by the City, and prior to City acceptance of the Improvements for maintenance, Owner shall provide the City

with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance.

7. Owner shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of Improvements or performance of operations under this agreement.
8. This agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this agreement shall constitute covenants running with the land applicable to all of the Subject Property described herein or any portion thereof. This agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
9. In the event of any claim, action, litigation or proceeding under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the above date.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

Name: _____

By: _____
Allen Green, Mayor

Name: _____
(Witnesses as to Both)

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that they are duly authorized to execute the foregoing agreement on behalf of the city. They ☐ are personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and Expiration of commission term:

DEVELOPER:
B.D.W. Land Holdings, LLC
a Florida limited liability company

Printed Name: _____

By: _____
Bradley D. Wiles, Manager

Printed Name: _____

Witnesses as to Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **Bradley D. Wiles** the managing member of **B.D.W. Land Holdings, LLC**, a Florida limited liability company, the "Developer" named in the foregoing Site Improvement Agreement, who is duly empowered and authorized to execute the foregoing Site Improvement Agreement, and who is: ☐ personally known to me; or ☐ produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot Four (4), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida.

AND

The Northerly One-Half (N ½) of Lot FIVE (5), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida, Less and Except any part taken for road right of way of Dunlawton Avenue.

AND

The Southerly One-Half (S ½) of Lot Five (5), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida, Less and Except that part deeded to the State of Florida for road right of way purposes as recorded in O.R. Book 1988, Page 1239, Public Records of Volusia County, Florida.

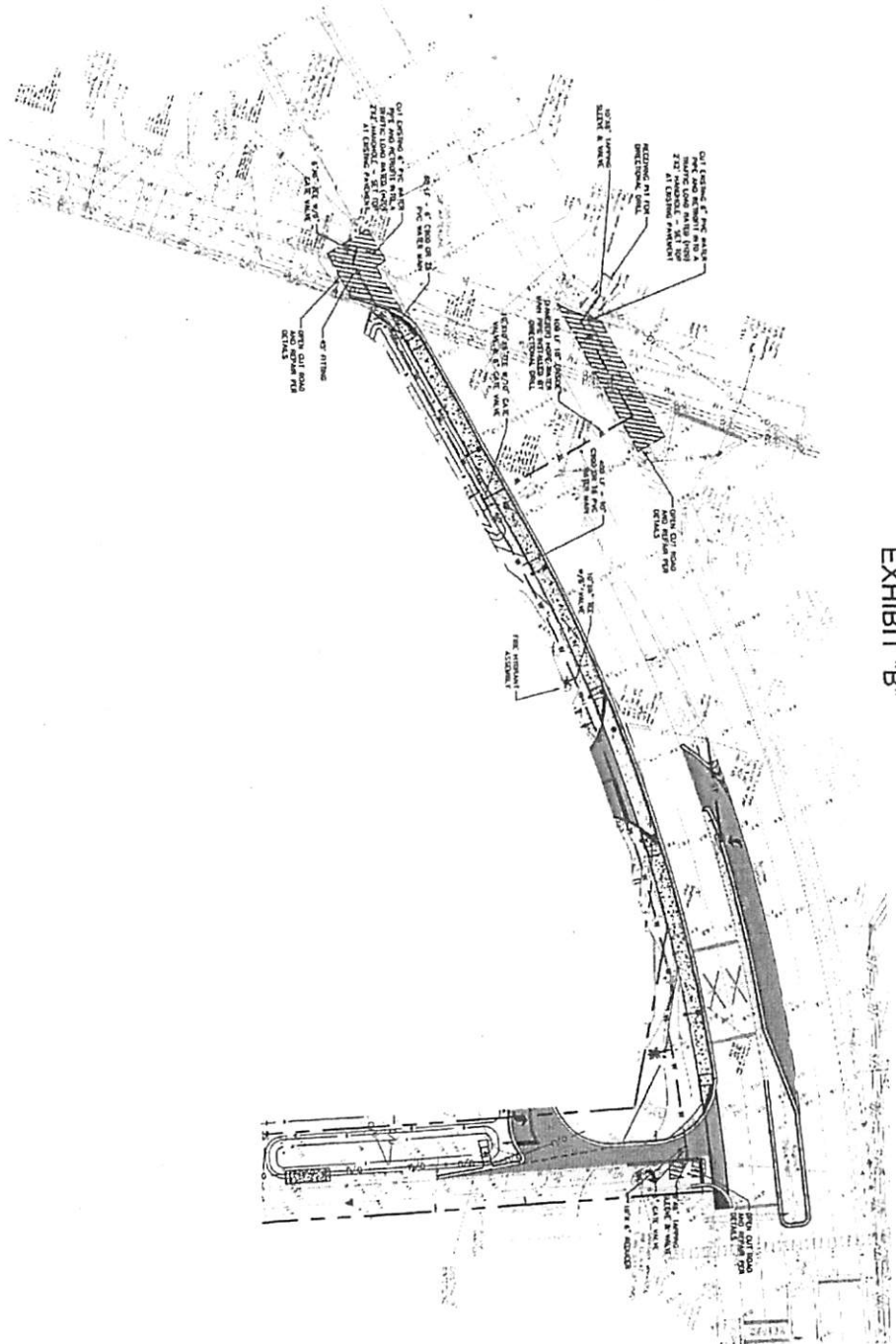
AND

Lot Twenty-Nine (29), West Park, according to the map or plat thereof as recorded in Plat Book 6, Page 89, Public Records of Volusia County, Florida, Less and EXCEPT that part taken by the State of Florida for road right of way purposes.

AND

Lot Thirty (30) and Thirty-One (31), West Park, according to the map or plat thereof as recorded in Plat Book 6, Page 89, Public Records of Volusia County, Florida, Less and Except that part taken by the State of Florida for road right of way purposes recorded in O.R. Book 1827, Page 25, Public Records of Volusia County, Florida.

EXHIBIT "B"



SHEET
C1 OF 1

DESIGNED BY
DATE
7-7-14

DESIGNED BY	DATE
AM	7-7-14
PROJECT	SCALE
1201-1	1"=30'

NO.	DATE	REVISION	BY

ATLANTIC MARINE SITE PLAN
PORT ORANGE, FL
PUBLIC IMPROVEMENTS EXHIBIT

A ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
10000 S.W. 11TH AVENUE, SUITE 100
MIAMI, FL 33156
TEL: (305) 873-7600
FAX: (305) 873-7607

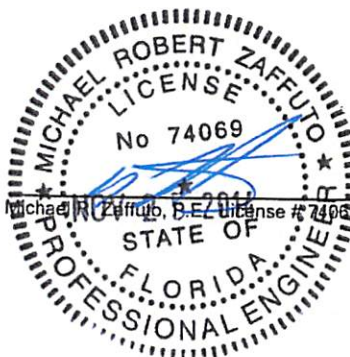
EXHIBIT "B"

Atlantic Marine - Port Orange, FL
11/25/2014

<u>Civil Site Work</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Item Subtotal</u>
Demolition	1.00	LS	\$5,000.00	\$5,000.00	\$5,000.00
Earthwork	1.00	LS	\$7,000.00	\$7,000.00	\$7,000.00
Storm Drain System	1.00	LS	\$21,000.00	\$21,000.00	\$21,000.00
Water System	1.00	LS	\$68,910.00	\$68,910.00	\$68,910.00
Paving / Curbing / Markings / Signage					
Type SP-9.5 Asphalt	300	SY	\$8.10	\$2,430.00	
6" Base	300	SY	\$7.00	\$2,100.00	
6" Subbase	352	SY	\$6.25	\$2,200.00	
12" Subbase	379	SY	\$14.50	\$5,495.50	
10" Optional Group Base 9	315	SY	\$28.70	\$9,040.50	
2" Traffic Level C Asphalt	315	SY	\$23.97	\$7,550.55	
1.5" FC w/Ground Rubber	315	SY	\$11.98	\$3,773.70	
1" Mill/1" Resurface	183	SY	\$46.12	\$8,439.96	
2' Type "F" Curb	375	LF	\$13.50	\$5,062.50	
2' Type "E" Curb	500	LF	\$13.50	\$6,750.00	
Concrete Sidewalk	350	SY	\$25.00	\$8,750.00	
Striping & Signage	1	LS	\$6,000.00	\$6,000.00	
Maintenance of Traffic	1	LS	\$9,000.00	\$9,000.00	
					\$76,592.71
ESTIMATED SITE WORK TOTAL					\$173,502.71

Prepared By:

The Alann Engineering Group, Inc.
880 Airport Rd., Suite 113
Ormond Beach, FL 32174
ph: 386-673-7640





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/20/2015

Consent item: No

SUBJECT: Pumpkin Festival Agreement

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Discuss fee waivers for facility rentals, permit fees, service fees, and contributions to community projects and consider approving a contract for a 2015 Pumpkin Festival and authorize the Mayor and City Manager to execute the associated documents.

SUMMARY: The Pumpkin Festival was approved by City Council for \$12,000 in-kind support from the City on May 27, 2014. On August 5, 2014, the event planner came before the council requesting an additional \$8,000 in-kind support. The Council moved to defer the event until 2015.

The event planner's request in addition to the original \$12,000, is to waive all rental fees, firework permit fee, temporary sign fee and service fees in the amount of \$10,258.94 bringing the total in-kind support to \$22,258.94.

On December 9, 2014 the event planner provided a draft agreement that further modifies the planner's and the city's obligations. The City Attorney has provided a revised contract based upon the city council approved payment of \$12,000.00 and the event coordination requirements provided by the Parks and Recreation Director.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Draft Contract Revised by City Attorney	Draft Contract Revised by City Attorney.pdf
2.	Draft Contract Received from Scott Chesley	Draft Contract Received from Scott Chesley.pdf
3.	Parks and Recreation Department Director Data Dated September 8, 2014	Parks and Recreation Department Director Data Dated September 8, 2014.pdf

Fenwick, Robin
Lovallo, Susan

Created/Initiated - 01/12/2015
Approved - 01/12/2015

Harden, David

Final Approval - 01/14/2015

January 6, 2015 City Council Meeting

**Draft contract revised by
Margaret T. Roberts, City Attorney
consistent with
Parks and Recreation Director Data
dated September 8, 2014**

GREAT PUMPKIN FEST DAYS SPECIAL EVENT AND FACILITY USEAGE AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 20__, by and between the City of Port Orange, Florida, City Council, hereinafter referred to as "City", and Festival Designs LLC, a Florida limited liability company, whose principal address is 2880 John Anderson Drive, Ormond Beach, Florida 32176 and whose mailing address is P. O. Box 9355 Daytona Beach, FL 32120 and is based out of Daytona Beach, Florida, hereinafter referred to as the "User."

WITNESSETH:

WHEREAS, the User wishes to use a portion of the City Center for the purposes of planning, producing, promoting, advertising, managing and operating the special event to be known as Great Pumpkin Fest Days (the "Event"); and

WHEREAS, the City is willing to allow such use of a portion of City Center Circle for the purposes of the Event and otherwise agrees to cooperate and assist with such purposes under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City hereby allows the User to utilize those portions of City Center not leased to others, including the Amphitheater, Lakeside Community Center, City Center Circle, parking facilities and other grounds as designated by the Parks and Recreation Department for the purpose of producing and conducting the Event on October 23-25, 2015, and in accordance with the following schedule:

(a) Set-Up Phase Monday, October 19 at 8 a.m. in the area north of the circle and between the soccer fields (Zone 1); on Wednesday, October 22, 2015 at 9 a.m. in the City Hall Green Space, and Veterans Park (Zone 2); and on Friday October 23, 2015 in the circle, amphitheater and Lakeside Community Center.

(b) Clean-Up Phase All items will be removed from Zone 3 by Monday October 26, 2015 at 4:00 a.m.; all items will be removed from Zone 2 by Tuesday October 27, 2015 at 12:00 p.m. and all items shall be removed from Zone 1 by October 30, 2015 at 3:00 p.m.

2. The User hereby agrees that it shall:

(a) Be solely responsible for ensuring that all events occurring on the premises are conducted in a safe and professional manner, in accordance with all applicable federal, state and local laws and the directives of the Parks and Recreation Director consistent herewith.

(b) Be solely responsible for providing necessary personnel to install, repair, alter, and remove equipment, facilities or trash required to conduct the Event and to leave the premises in the same or better condition as existed before the Event.

(c) The plan for waste disposal during the Event shall include extra trash dumpster, trash roll-off and trash truck and shall be coordinated with, provided to, and subject to approval by the Parks and Recreation

Director. If the User fails to clean up the premises following the Event or fails to otherwise remove debris, trash, equipment, facilities or any other materials that were not on the subject property prior to the Event, the City shall promptly respond and clean up the premises within twenty-four (24) hours of such notice. If the User fails to clean up the premises within such time, the City reserves the right to contract to have the premises cleaned and the User agree to fully reimburse the City for all expenses within thirty (30) days of receipt of an invoice.

(d) Notify the City in writing at least 15 business days prior to the Event of any special instructions which must be issued by the Parks and Recreation Director to facility users, to safely and properly conduct the Event and to otherwise fully advise the Parks and Recreation Director with complete and updated Event information.

(e) Supply in writing to the Parks and Recreation Director, at least ninety (90) days prior to the Event, a copy of the proposed layout for the Event. The site layout plan shall not be implemented until approved in writing by the Parks and Recreation Director and applicable City departments.

(f) Conduct sufficient investigation prior to the execution of this Agreement and if satisfied as to the conditions affecting the services required hereunder, the availability of materials and labor and the costs related thereto, and the requirements necessary to obtain and complete the services within the time frames set forth. User warrants to the City that it has the competence and abilities to carefully, professionally, and faithfully complete the services in the manner within the time frame set forth. User will perform the services with due and reasonable diligence consistent with professional and labor practices.

(g) Be solely responsible for securing permits by any governmental entity and supplying a copy of those permits to the Parks and Recreation Director.

(h) Defend, indemnify and hold harmless the City, and its officials, officers, agents, employees and representatives, past, present and future, from and against any and all liabilities, losses, suites, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of any incident to the Agreement and/or the use of or occupancy of the premises or the acts of omission of the User, officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence of the City. The User agrees that nothing herein shall be construed as a waiver of the City's sovereign immunity, provided by the Florida Constitution or the provisions of Section 768.28, Florida Statutes (2012) or a consent by the City to be sued by a third party.

(i) Provide to the City a certificate of insurance providing for a commercial general liability insurance policy with policy limits of at least \$1,000,000.00 per occurrence to include, but not limited to personal and advertising injury, bodily injury, property damage, product liability, and contractual liability. The City shall be named an additional insured and certificate of insurance shall be provided to the City. The policies must be specifically endorsed to grant the City thirty (30) days advanced notice of any material change or cancellation of coverage, by an insurance company with an A or better rating and doing business in the State of Florida. Coverage shall be written on an occurrence form basis and respond as Primary as to the City. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. User shall additionally provide waivers of subrogation under the above required policies. Failure of the User to provide certificates of insurance at least thirty (30) days prior to the Event shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

(j) Require all of User's contractors or subcontractor, as well as vendors participating in the Event, except any governmental entities, to have at least \$500,000.00 per occurrence of General Liability coverage for their particular function, with limits applying on a per project basis including, but not limited to, personal and advertising injury, bodily injury, property damage, products & completed operations liability, and contractual liability. Coverage shall respond as primary as to the Contractor. Insurance covering workers compensation and employers liability shall also be provided. Each policy shall include a waiver of subrogation. Contractor shall provide to the Parks and Recreation Director copies of the User's contractors and subcontractors insurance certificates at least thirty (30) days prior to the Event. Failure of the User to provide the certificates of insurance shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

(k) Promptly advise the Parks and Recreation Director of any damage to City property and/or facilities directly or indirectly resulting from the Event. The User shall be responsible for repairing any such damage.

(l) Provide the Event items as follows:

1. Overnight security of all Event areas;
2. All city permits for Event facilities, and set up and remove all materials, supplies and equipment as indicated in the schedule above;
3. Rent city facilities in the amount of \$10,258.94, and provide or rent any additional light towers, sign boards, or way finding signage, as determined by the User for safety;
4. Provide all audio equipment for stages;
5. Provide volunteer or staff member support to operate courtesy cart (if cart utilized), and to control the entrance and egress to the Handicapped Parking area;
6. Provide all event marketing;
7. Supply all tools, supplies and equipment;
8. Provide a User representative on site the entire event to handle any questions from patrons, vendors and the city;
9. Provide a performance bond in the amount of \$ 50,000.00;
10. Provide payment for city staff services in the amount of \$7,060.00 (balance after in-kind service contribution), a refundable utility deposit in the amount of \$1,240.00, Utility usage fees per 1000 gallons of water, set-in rental fees, special event fees and any additional services and fees as billed by the city;
11. Provide trained traffic volunteer to cover all barricades for the road closures; 12. Provide financial support to community projects in the amount of \$ _____.

3. The City hereby agrees it shall:

(a) Respond to 911 emergency requests for police, fire and emergency medical services before, during and after the Event.

(b) Coordinate with the Parks and Recreation Director, and exchange with User a written chain-of-command of Event and City officials including office, home and cell phone numbers for use by all Parties before, during and after the Event. The Parks and Recreation Director and/or his designees shall be provided access to the Event area during all phases of the Event.

(c) Provide in kind assistance of \$12,000.00 for a portion of the services identified on the attached Exhibit "A".

4. Additional Provisions.

(a) Non Occurrence/Cancellation. The City shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency. The User shall give written notice to the City if it determines that it is necessary to cancel the Event. The notice shall contain the reason for the cancellation. Neither party shall be liable for the delay in the performance or failure to perform in whole or in part any term or obligation contained herein due to the occurrence of any contingency which is beyond its control or the control of any of its subcontractors or suppliers, including but not limited to: strikes, lockouts, actions or inactions of other governmental entities, jurisdictional actions, inefficient supply of fuel, electricity, or materials or supplies, or technical failure where reasonable care has been exercised, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornados, acts of God or default of common carrier.

(b) Commitment to Cooperate. The parties will coordinate in good faith to schedule and attend at least two planning meetings as are deemed necessary and prudent as the Event draws near.

(c) Accounting and Records. Each party shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event or as otherwise required by law.

(d) Intellectual Property related to Event. All advertising and promotion work performed under this Agreement which is paid for by one party alone shall remain the property of said party. If the City and User share in the cost of such advertising and promotion, then the ownership shall be joint for whatever use and/or disposition as the parties may deem appropriate. User shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever radio, television, pictures, sound, film and tape motion pictures and still photographs which are paid for and/or produced in relation to the Event contemplated hereby. It is the intent of the parties that any logo, trademark or service mark which is created for the Event by the User shall be deemed and shall remain the exclusive property of User.

(e) Attorney's Fees. The parties expressly agree that each party shall bear its own costs in reaching this Agreement, including any attorney's fees and court costs incurred in connection with interpretation or enforcement of its terms.

(f) Venue/Waiver of Jury Trial. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any litigation under this Agreement shall be in Volusia County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as any way connected to this Agreement.

(g) Entire Agreement. This Agreement constitutes the complete, full and wholly independent among the parties to this Agreement with regard to the matter contained herein. This Agreement also superseded all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

(h) Independent Contractor. It is the intent of all parties hereto that the User shall be legally considered an Independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the City. At no time shall the City be legally responsible for any

negligence on the part of User, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

(i) Compliance with Laws. The User shall comply with all federal, state and local laws and ordinances applicable to the Event and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of any obligation under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

(j) Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement,

(k) Notice. All notice, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served within five (5) days of delivery to the U.S. Postal Service postage prepaid certified mail with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852

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

TO: Festival Designs, LLC
P.O. Box 9355
Daytona Beach, Florida 32120
Phone: (386) 310-1622 or (386) 589-7689

(l) Waiver. No act of omission or communication of either party, including, without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of same. Such a waiver, release or modification is to be effected only through a written modification to this Agreement.

(m) Authority. Each of the signatories below certifies and warrants that each is empowered to act and execute this Agreement and that the terms contained herein have been approved by the necessary boards or members for the entities represented.

(n) Assignment. This Agreement may not be assigned by either party.

(o) Amendment. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

(p) Public Entities Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 for a period of 36 months from the date of being placed on the convicted vendor list. User warrants and represents that it is not currently and has never been placed on the convicted vendor list.

(q) Effective Date. The effective date of this Agreement shall be the date of approval and execution by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FESTIVAL DESIGNS, LLC
Contractor

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

CITY OF PORT ORANGE
(Owner)

Attest:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

EXHIBIT A

Parks & Recreation

Provide pre-event coordination of all departments
Place all barricades in appropriate locations
Install no parking signs in designated areas
Placement of all trash receptacles around event area
Maintain incident command for all city departments for the duration of the entire festival
Placement of all power pedestals
Troubleshooting of all electrical outlets
Coordinate extra trash dumpster, trash roll-off and trash truck
Maintain litter control throughout the duration of the event
Empty trash receptacles throughout the duration of the event
Empty each dumpster with trash truck as needed
Cleaning of restrooms at Lakeside, Gymnasium and existing port a lets
Assist with the placement of all light towers
Turn light towers on and off each night and morning of the event
Assess and eliminate any potential risk management issues that may arise before or during the event
Trimming of trees and bushes
Schedule mowing
Turn off irrigation
Spray for ants
Mulching if necessary
Blow off sidewalks
Inform Votran of street closures
Reschedule all conflicting youth/adult sports and activities
Provide signage in parking lots
Provide and place all restroom signage
Properly sign handicap parking areas
Inform Palmer, YMCA, Library, Thompson Pump and surrounding churches of event

Community Development

Onsite inspections of all pumpkin towers and stantions
Review signage requests and submit to council for approval

Police

Provide security during the event
Assist with traffic flow throughout the event
Provide and coordinate VIP's
Monitor parking lot availability
Enforce all traffic and parking signage
Provide digital sign for handicap lot

Public Utilities

Provide water distribution location for vendors
Monitor and charge the appropriate usage fees

Public Works

Provide and deliver light towers
Provide and deliver message boards
Check all GFI's around City Center
Turn off irrigation around City Center
Provide staff to open and close City Hall
Service restrooms inside City Hall
Provide staff for trash clean-up around City Hall and Library
Provide extra signage, barricades and cones as necessary
Provide and Deliver extra dumpster, roll-off and trash truck
Coordinate and approve any displays or activities taking place on City Hall Plaza, green spaces and lake

Risk Manager

Review and approve all insurance required for the event
Monitor and inspect event during setup of the event and identify and potential risks.

Fire

Provide ERV during the event
Inspection and permit approval of firework display and candle lighting

**Draft contract received
on December 9, 2014
from Scott Chesley**

**GREAT PUMPKIN FEST DAYS
SPECIAL EVENT AND FACILITY USAGE AGREEMENT**

THIS AGREEMENT dated this ____ day of ____, 2014, by and between City of Port Orange, Florida, City Council, hereinafter referred to as "City", and Festival Designs LLC, a Florida limited liability company based out of Daytona Beach, Florida, hereinafter referred to as the "User."

WITNESSETH:

WHEREAS, the User wishes to use a portion of the City Center for the purposes of planning, producing, promoting, advertising, managing and operating the special event to be known as Great Pumpkin Fest Days (the "Event"); and

WHEREAS, the City is willing to allow such use of a portion of the airport for the purposes of the Event and otherwise agrees to cooperate and assist with such purposes under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City hereby allows the User to utilize those portions of City Center not leased to others, and as further defined on the attached Exhibit "A" for the purpose of producing and conducting the Event on _____, ____, 201____, and in accordance with the following schedule:

- | | | |
|----|----------------|---|
| a. | Set-Up Phase | Monday through Thursday of the week
immediately prior to the Event |
| b. | Clean-Up Phase | Monday through Thursday of the week
immediately after the Event |

c. The allowable hours for each phase will be coordinated with and approved by the Parks and Recreation Director. Each Phase may be extended by the agreement of the User and the Parks and Recreation Director if needed, provided the User is progressing in good faith to remove all equipment and materials from airport property, and provided that said equipment and materials are not interfering with the necessary operations of the facility.

2. The User hereby agrees that it shall:

a. Be solely responsible for ensuring that all events occurring on the premises are conducted in a safe and professional manner, in accordance with all applicable federal, state and local laws and the airport rules and regulations.

b. Be solely responsible for providing the necessary personnel to install, repair, alter, and remove the equipment, facilities or trash required to conduct the show and to leave the premises in the same or better condition as existed before the Event.

c. The plan for waste disposal during the Event shall be coordinated with, provided to, and subject to approval by the Parks and Recreation Director. If the User fails to clean up the premises following the Event or fails to otherwise remove debris, trash, equipment, facilities or any other materials that were not on the subject property prior to the Event, the City shall promptly respond and clean up the premises within twenty-four (24) hours of such notice. If the User fails to clean up the premises within such time, the City reserves the right to contract to have the premises cleaned and the User agrees to fully reimburse the County for all expenses within thirty (30) days of receipt of an invoice.

d. Notify the City in writing of any special instructions which must be issued by the Parks and Recreation Director to facility users, to safely and properly conduct the Event and to otherwise fully advise the Parks and Recreation Director with complete and updated Event information.

e. Supply in writing to the Parks and Recreation Director, at least 90 days prior to the Event, a copy of the proposed layout for the Event. The site layout plan shall be subject to approval by the Parks and Recreation Director and applicable City departments.

f. Conduct sufficient investigation prior to the execution of this Agreement and is satisfied as to the conditions affecting the services required hereunder, the availability of materials and labor and the costs related thereto, and the requirements necessary to obtain and complete the services within the times frame set forth. User warrants to the City that it has the competence and abilities to carefully, professionally, and faithfully complete the services in the manner and within the time frame set forth. User will perform the services with due and reasonable diligence consistent with sound professional and labor practices.

g. Be solely responsible for securing permits by any governmental entity and supplying a copy of those permits to the Parks and Recreation Director.

h. Defend, indemnify and hold harmless the City, and its officials, officers, agents, employees and representatives, past, present and future, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of any incident to this Agreement and/or the use or occupancy of the premises or the acts of omissions of the User, officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury death or damage is caused by the negligence of the City.

The User agrees that nothing herein shall be construed as a waiver of the City's sovereign immunity, provided by the Florida Constitution or the provisions of Section 768.28, Florida Statutes (2012) or a consent by the County to be sued by a third party.

i. Provide to the City a certificate of insurance providing for a commercial general liability insurance policy with policy limits of at least \$1,000,000.00 per occurrence to include, but not limited to personal and advertising injury, bodily injury, property damage, products liability, and contractual liability. The City shall be named an additional insured and certificate of insurance shall be provided to the City. The policies must be specifically endorsed to grant the City 30 days advance notice of any material change or cancellation of coverage. Coverage shall be written on an occurrence form basis and respond as Primary. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. User must additionally provide waivers of subrogation under the above required policies. Failure of the User to provide the certificates of insurance at least thirty (30) days prior to the Event date shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

j. Require all of User's contractors or subcontractors, as well as vendors participating in the Event, except any governmental entities, to have at least \$500,000.00 per occurrence of General Liability coverage for their particular function, with limits applying on a per project basis including, but not limited to, personal and advertising injury, bodily injury, property damage, products & completed operations liability, and contractual liability. Coverage shall respond as primary. Insurance covering workers compensation and employers liability shall also be provided. Each policy should include a waiver of subrogation.

k. Promptly advise the Parks and Recreation Director of any damage to City property and/or facilities directly or indirectly resulting from the Event. The User shall be responsible for repairing any such damage.

3. The City hereby agrees it shall:

a. Be solely responsible for providing adequate police, fire and emergency medical services before, during and after the Event. At least one certified law enforcement officer must be utilized to prevent inadvertent entry into operational areas of the airport during the entire time of the Event, including set up and clean up phases.

b. Be solely responsible for traffic/crowd control during the entire time this Agreement is in effect. This responsibility includes removing persons from restricted areas during the Event and clearly marking the limits to which the User and invited guests, including but not limited to, contractors, subcontractors, event participants and spectators have authorized access.

c. Be solely responsible for facility permit and license user fees as outlined in addendum "A" Great Pumpkin Fest Days Facility User Fees as a co-sponsor of the event.

d. Coordinate with, by way of the Parks and Recreation Director, and supply to User a written chain-of-command of event officials including office, home and cell phone numbers for use by all parties before, during and after the Event. The Parks and Recreation Director and/or his designees shall be provided access to the Event area during all phases of the Event.

4. Additional Provisions.

a. Non Occurrence/Cancellation. The City shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency.

The User shall give written notice to City if it determines that it is necessary to cancel the Event. The notice shall contain the reason for the cancellation.

Neither party shall be liable for delay in performance or failure to perform in whole or in part any term or obligation contained herein due to the occurrence of any contingency which is beyond its control or the control of any of its subcontractors or suppliers, including but not limited to: strikes, lockouts, actions or inactions of other governmental entities, jurisdictional actions, inefficient supply of fuel, electricity, or materials or supplies, or technical failure where reasonable care has been exercised, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornados, acts of God or default of common carrier.

b. Renewal. The City grants to the User an option to renew this Agreement for up to five (5) annual renewals for the years 2016 - 2020. The User must notify the City in writing no later than eight (8) months prior to the proposed future event date of its intention to exercise this option to renew for the upcoming year. Each year the User must coordinate with and receive written approval from the Parks and Recreation Director for the annual Great Pumpkin Fest Days event. Notwithstanding the grant of limited option provided herein, the City shall have the right to terminate any or all of the options to renew for any or no reason provided that the City must provide the User written notice of such termination no later than December 31 of the year prior to the next year's scheduled event. If the User fails to exercise its option for any year, the terms of this Agreement shall terminate. If, however, the User does elect to exercise its limited option provided herein, and obtains the necessary written approval from the Airport Director, the terms of this Agreement shall remain in full force and effect.

c. Commitment to Cooperate. The parties agree to assist and cooperate fully in all stages of planning for the Event and shall execute all necessary papers to effectuate same. The parties will coordinate in good faith to schedule and attend planning meetings as are deemed necessary and prudent as the Event date draws near.

d. Accounting and Records. Each party shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event.

e. Intellectual Property related to Event. All advertising and promotion work performed under this Agreement which is paid by one party alone shall remain the property of said party. If the City and User share in the cost of such advertising and promotion, then the ownership shall be joint for whatever use and/or disposition as the parties may deem appropriate. User shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever radio, television, pictures, sound, film and tape motion pictures and still photographs which are paid for and/or produced in relation to the Event contemplated hereby. It is the intent of the parties that any logo, trademark or servicemark which is created for the Event by User shall be deemed and shall remain the exclusive property of User.

f. Non-Compete. For a period of five (5) years after the Effective Date of this Agreement, the City shall not, directly or indirectly, solicit, entice, implement or organize any festivity comparable to the Special Event at issue without the express written permission of User.

g. Attorney's Fees. The parties expressly agree that each party shall bear its own costs in reaching this Agreement, including any attorneys' fees and court costs incurred in connection with interpretation or enforcement of its terms.

h. Venue/Waiver of Jury Trial. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any litigation under this Agreement shall be in Volusia County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.

i. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

j. Independent Contractor. It is the intent of the parties hereto that the User shall be legally considered an Independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the City. At no time shall City be legally responsible for any negligence on the part of User, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

k. Compliance with Laws. The User shall comply with all federal, state and local laws and ordinances applicable to the Event and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of any obligation under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

l. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a

determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

m. Notice. All notice, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested at the address listed below, or upon the actual date of delivery, if had delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852

COPIES TO: City Manager
City of Port Orange
1000 City Center Circle
Phone: (386) 505-5501

TO: Festival Designs, LLC
PO Box 9355
Daytona Beach, FL 32120
Phone: (386) 235-9068

n. Waiver. No act of omission or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of same. Such a waiver, release or modification is to be effected only through a written modification to this Agreement.

o. Authority. Each of the signatories below certifies and warrants that each is empowered to act and execute this Agreement and that the terms contained herein have been approved by the necessary boards or members for the entities represented.

p. Assignment. This Agreement may not be assigned by either party.

q. Amendment. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

r. Public Entities Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 for a period of 36 months from the date of being placed on the convicted vendor list. User warrants and represents that it is not currently and has never been placed on the convicted vendor list.

s. Effective Date. The effective date of this Agreement shall be the date of approval by the City.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

**CITY COUNCIL
CITY OF PORT ORANGE, FLORIDA**

_____, **CLERK**

_____, **CITY MANAGER**

**APPROVED AS TO FORM AND
CORRECTNESS:**

CITY ATTORNEY

User:

FESTIVAL DESIGNS, LLC

Witness

By: _____
Name: _____

Witness

Title: _____

Great Pumpkin Fest Days

- 1) Signed contract within 10 days. By 12-19-14**
- 2) All fees for the 2015 Great Pumpkin Fest Days to be waived.**

To include fees related to:

- Park Utilities**
- Public Works**
- Risk Management**
- Parks & Recreation**
- Community Development**
- Police**
- Public Utilities**
- Public Works**
- Fire**
- Any and all permits and inspections required by the City of Port Orange.**
- Use of Amphitheater**
- Use of the Community Center**
- No utility deposits.**

**Prepared by Parks and Recreation Department
Susan Lovallo, Director
September 8, 2014**

Pumpkin Festival 2015

October 23- 25, 2015

Overview:

The following will outline the responsibilities of the City and the Event Planner (Festival Designs, Scott Chesley PO Box 9355 Daytona Beach, Florida 32120). The City Council has approved \$12, 000 in-kind support toward the event on May 27, 2014 and the event planner asked for them to waive the rental fees on August 5, 2014. The event was deferred until October 23- 25, 2015 and Council did not provide direction on whether or not it would increase the in-kind support to \$20,000 from the original \$12,000 just that they thought it would be best to defer the event until 2015.

Event Logistics:

The event planner will be permitted to start setting equipment on site in zone one, which is north of the circle between the soccer fields and circle and between fields 4 and 5 at city center sports complex, on October 18, 2015 after 8am. On October 21, 2015 the event planner may begin setting equipment in after 9:00a.m. in zone 2 which is City Hall Green Space, Veterans Park and Amphitheater. Zone three set in which is the circle, amphitheater and LSCC, can begin set in on Friday October 23, 2015 at 9am.

The event planner will have to have all items removed and cleaned from Zone 3 by Monday October 26, 2015 at 4:00a.m., Zone 2 will have to be cleaned and cleared by Tuesday October 27, 2015 at 12:00p.m and Zone three by October 30, 2015 at 3:00pm.

The following are other items that will be the responsibility of the event planner but are not limited to just these items.

Provide overnight security of the event site.

Set in and remove all materials and supplies as indicated by the schedule above.

Purchase or rent any additional light towers, sign boards, or way finding signage as needed.

Provide all audio equipment needed for stages.

Provide volunteer or staff member to operate courtesy cart (if planner decides not to use cart omit)

Provide volunteer or staff person to control the entrance and egress to the Handicapped Parking area.

Provide all event marketing.

Supply all tools and supplies.

Have a representative on site the entire event to handle any questions from patrons, vendors or city.

Provide a performance bond in the amount specified by the city for removal of all proposed structures.

Provide a One Million Dollar liability insurance policy listing the City of Port Orange as an additional insured.

Event planner will be responsible to repair or replace any damage to the event site.

Provide City with signed contract that will be drafted by City Attorney.

In the event that the VIPs cannot cover all the barricades for the road closure the event planner will have to hire volunteers or staff to cover this function.

In the event that the event is cancelled due to acts of God, the city will not charge the event planner for any staff that did not report to site. If staff report to site and are released early event planner will still be responsible for some charges for services as outlined in each department bargaining units and civil service rules.

The following will be provided by the City of Port Orange and is included in the fees paid to the City as outlined in Exhibit "A" outline of services for the Pumpkin Festival 2015.

Parks & Recreation

Provide pre-event coordination of all departments
Place all barricades in appropriate locations
Install no parking signs in designated areas
Placement of all trash receptacles around event area
Maintain incident command for all city departments for the duration of the entire festival
Placement of all power pedestals
Troubleshooting of all electrical outlets
Coordinate extra trash dumpster, trash roll-off and trash truck
Maintain litter control throughout the duration of the event
Empty trash receptacles throughout the duration of the event
Empty each dumpster with trash truck as needed
Cleaning of restrooms at Lakeside, Gymnasium and existing port a lets
Assist with the placement of all light towers
Turn light towers on and off each night and morning of the event
Assess and eliminate any potential risk management issues that may arise before or during the event
Trimming of trees and bushes
Schedule mowing
Turn off irrigation
Spray for ants
Mulching if necessary
Blow off sidewalks
Inform Votran of street closures
Reschedule all conflicting youth/adult sports and activities
Provide signage in parking lots
Provide and place all restroom signage
Properly sign handicap parking areas
Inform Palmer, YMCA, Library, Thompson Pump and surrounding churches of event

Community Development

Onsite inspections of all pumpkin towers and stantions
Review signage requests and submit to council for approval

Police

Provide security during the event
Assist with traffic flow throughout the event
Provide and coordinate VIP's
Monitor parking lot availability
Enforce all traffic and parking signage
Provide digital sign for handicap lot

Public Utilities

Provide water distribution location for vendors
Monitor and charge the appropriate usage fees

Public Works

Provide and deliver light towers
Provide and deliver message boards
Check all GFI's around City Center
Turn off irrigation around City Center
Provide staff to open and close City Hall
Service restrooms inside City Hall
Provide staff for trash clean-up around City Hall and Library
Provide extra signage, barricades and cones as necessary
Provide and Deliver extra dumpster, roll-off and trash truck
Coordinate and approve any displays or activities taking place on
City Hall Plaza, green spaces and lake

Risk Manager

Review and approve all insurance required for the event
Monitor and inspect event during setup of the event and identify and potential risks.

Fire

Provide ERV during the event
Inspection and permit approval of firework display and candle lighting



CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Parks and Recreation Special Event Estimate

Renter: Scott Chesley

Event: Great Pumpkin Fest Days

Rental Date: 10/23-25/15

Phone: 386-589-7689

Prepared: 9/4/2014

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Lakeside Community Center						
Rental 10/23/15	5:00PM-11:00PM	6	Hours	\$ 75.00	\$ 450.00	\$ 29.25
Rental 10/24/15	8:00AM-11:00PM	15	Hours	\$ 100.00	\$ 1,500.00	\$ 97.50
Rental 10/25/15	8:00AM-9:00PM	13	Hours	\$ 100.00	\$ 1,300.00	\$ 84.50
Location: Kenneth W. Parker Amphitheater						
Rental 10/23/15	5:00PM-11:00PM	6	Hours	\$ 75.00	\$ 450.00	\$ 29.25
Rental 10/24/15	10:00AM-11:00PM	13	Hours	\$ 75.00	\$ 975.00	\$ 63.38
Rental 10/25/15	10:00AM-9:00PM	11	Hours	\$ 75.00	\$ 825.00	\$ 53.63
Location: City Center Circle						
Rental 10/23/15	8:00AM-11:00PM	15	Hours	\$ 62.50	\$ 937.50	\$ 60.94
Rental 10/24/15	10:00AM-11:00PM	13	Hours	\$ 62.50	\$ 812.50	\$ 52.81
Rental 10/25/15	10:00AM-9:00PM	11	Hours	\$ 62.50	\$ 687.50	\$ 44.69
Special Event Fees						
Barricades	All	14	Unit	\$ 2.00	\$ 28.00	\$ -
Trash Cans	All	75	Unit	\$ 2.00	\$ 150.00	\$ -
Electricity (Pedestals)	All	4	Unit	\$ 50.00	\$ 200.00	\$ -
Water Hook Up	All	2	Unit	\$ 25.00	\$ 50.00	\$ -

Total Facility Costs	\$ 7,937.50
Total Special Event Fees	\$ 428.00
Total Tax	\$ 457.44
Invoice Total	\$ 8,822.94

**Set-in rental fees, special event staff services and special event fees are not included and unknown at this time.

**Notice: This is an estimate of services and fees for the proposed special event. Any additional services and fees are subject to be billed or deducted as necessary.



CITY INVOICE

PUMPKIN FESTIVAL 2015

DEPARTMENT	OVERTIME MAN HOURS	OVER TIME RATE	COST	SERVICE/ RENTAL FEE
<i>Parks & Recreation</i>	306	\$ 25.00	\$ 7,650.00	\$ 8,822.94
<i>Community Development</i>	0	\$ -	\$ -	\$ 50.00
<i>Police</i>	154	\$ 40.00	\$ 6,160.00	
<i>Public Utilities ***</i>	0	\$ -	\$ -	\$ 324.00
<i>Public Works</i>	120	\$ 25.00	\$ 3,000.00	\$ 962.00
<i>Fire</i>	30	\$ 75.00	\$ 2,250.00	\$ 100.00
<i>Risk Manager</i>	0	\$ -	0	
TOTAL	610		\$ 19,060.00	\$ 10,258.94
		Grand total	\$	29,318.94
City sponsorship			\$	(12,000.00)
		amount due	\$	17,318.94

*** a refundable deposit of \$1240
is required and a usage fee per
1000 gallons is attached in
services outline.