



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 2, 2025

AGENDA

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

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Presentation - Senator Tom Wright
5. Public Comments on Consent Agenda Items Only

B. CITY COUNCIL/EASTPORT BUSINESS CENTER CRA JOINT SPECIAL MEETING

C. CONSENT AGENDA

6. Approval of Minutes
 - a. August 19, 2025 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of the FY 2025–2026 Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
 - b. Approval of Annual Service Agreement with Southeast Volusia Humane Society
 - c. Approval of Amendment No. 2 with Shelley's Environmental for Biosolids Hauling and Disposal
8. Resolution No. 25-43 - Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement for the Port Orange Riverwalk Park Day Docks Project

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

E. COMMENTS AND ADDITIONAL ITEMS

9. Council Members
10. City Attorney
11. City Manager

F. SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Golf Advisory Board Report

H. PUBLIC HEARING

14. Second Reading - Ordinance No. 2025-20 - Administrative Rezoning/Various Locations East of Nova Road
15. Second Reading - Ordinance No. 2025-21- Code of Ordinances Amendment/Chapter 82 - Waterways - Installation of Private Aids to Navigation (PATONs)
16. Administrative Amendments to the Land Development Code (LDC)
 - a. Second Reading - Ordinance No. 2025-23 - Land Development Code (LDC) Amendment/ Chapter 3 Administration and Chapter 5 Subdivisions – Approval Process for a Subdivision Plat or Replat According to Senate Bill 784
 - b. Second Reading - Ordinance No. 2025-24 - Land Development Code (LDC) Amendment/Chapter 15 Signs - Electronic Message Center Minimum Message Displayed Time
 - c. Second Reading - Ordinance No. 2025-25 - Land Development Code (LDC) Amendment/Chapter 16 – Miscellaneous Regulations – Setbacks for an Elevated Wood Deck
17. First Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

I. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports
 - a. Volusia Flagler TPO - Councilman Jonathan Foley
 - b. Police Pension Board - Councilman Lance Green

J. ADJOURNMENT

Regular City Council Meeting

9/2/2025

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 19, 2025

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

OPENING

Mayor Scott Stiltner announced the passing of Mary Wittmeyer. Ms. Wittmeyer served as a Volunteer in Police Services (VIPS) for over forty years and had just recently retired. She is appreciated for her dedication and service to the City and will be greatly missed.

Invocation by Reverend Melissa Frantz of Daytona Beach Drive-in Christian Church

Pledge of Allegiance

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

4. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

5. Approval of Minutes
 - a. August 5, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 14 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Idalia Hazard Mitigation Grant Program (HMGP)
 - b. Award of ITB #25-13 to Masci General Contractor, Inc. for Construction of the St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail (FDOT #439865)
 - c. Approval of Change Order No. 1 to Task Authorization No. 4 with Zev Cohen and Associates, Inc for the City Center Ballfield Rehabilitation
 - d. Approval of Task Authorization No. 11 with Mead & Hunt for Wellfield Consumptive Use Permit (CUP) and Reclaimed Lakes Monitoring

7. Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)

8. Resolution No. 25-38 - Approval of Grant Subcontract in the amount of \$17,521.87 from University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

9. Resolution No. 25-39 - Approval of Contract #H1201 Project #4734-002-R Hurricane Idalia Hazard Mitigation Grant Program (HMGP) to Acquire and Demolish 3 Homes

Motion to approve the Consent Agenda as presented was made by Councilman Shawn Goepfert and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Cameron Vintson, Executive Director for ArtHaus, updated Council on their summer camp program and invited Council members to their art event this Friday, August 22.

Donna Kurtz, resident and President of Oakbrook HOA, commented on vandalism along Yorktown Boulevard and asked for the City's help in getting repairs completed in the right of way.

Robert Reinlagen, resident, expressed his concerns regarding Senate Bill 180. He urged Council members to advocate to the legislature for modifications to the bill, specifically requesting that properties damaged by the hurricane be exempted from inclusion in any moratorium or future changes to the land development code.

Derek LaMontane, resident, requested that the City support and ask the State for a pause or modification with the construction of the Pioneer Trail and I-95 interchange due to the impacts to the wetlands he believes will occur.

COMMENTS AND ADDITIONAL ITEMS

10. Council Members

Councilman Jonathan Foley expressed his appreciation to Mary Wittmeyer and family for her dedicated service to the City.

Vice Mayor Tracy Grubbs also expressed his appreciation to Ms. Wittmeyer for her service and commented on Consent Agenda Item 6c, relating to the City Center Ballfield Rehabilitation, thanking the Engineering and Parks and Recreation staff for their collaboration that will result in savings on the projects. Vice Mayor Grubbs advised the City Center Sports Complex is nearing completion; a public input session will be held on September 20, offering residents an opportunity to share feedback with City staff about

desired improvements for White Place Park; and highlighted the upcoming Arthaus event, scheduled for August 22.

Councilman Lance Green commented on Consent Agenda Item 6a, relating to the Hazard Mitigation Grant Program, and suggested the properties be allowed to revert back to nature, proposing tree planting as a cost-saving and environmentally friendly alternative to ongoing maintenance and mowing. Councilman Green also expressed concern about the importance and need for the County's non-emergency phone line as there were issues with calls getting answered

Mayor Scott Stiltner shared support for Councilman Green's suggestion regarding Consent Agenda Item 6a, stating he is in favor of returning the lot to a more natural state. He also addressed Senate Bill 180, referencing a letter from Jeff Brower, County Council Chair. The City anticipates conceptual discussions with the state legislature regarding potential amendments to SB 180.

Additionally, Mayor Stiltner discussed recent litigation filed against the City, including two, received last week, related to sidewalks and e-bike incidents. He raised concern about the increasing speed and safety risks associated with e-bikes, noting the need for Council to be proactive by collecting data and considering future safety regulations.

Mayor Stiltner also addressed the rise in vandalism throughout the City and County, citing social media challenges as a contributing factor. He emphasized the City's intent to hold individuals accountable for such actions. Lastly, he thanked both the City Council and the Police Department for their work on contract negotiations.

Following the Mayor's comments on e-bikes, Vice Mayor Grubbs requested that the Police Chief and department staff prepare and provide information to Council regarding existing regulations for e-bikes.

Councilman Foley commented on the City's email filters which may be potentially interfering with public communication. He encouraged residents to reach out through multiple channels if needed to ensure contact with Council members.

Councilman Shawn Goepfert echoed concerns regarding vandalism and speeding, specifically on Yorktown Boulevard, and thanked staff for their work on the recent Police negotiations.

11. City Attorney

There was nothing further.

12. City Manager

Negotiations with the Fire Department and General Employees unions are nearing completion. Mr. Clark extended his appreciation to Linda Truitt, Assistant Finance

Director, and Michelle Olk, Human Resources Director, for their efforts and dedication in helping bring these negotiations to a close.

SPECIAL REPORTS

13. Presentation of Vulnerability Assessment

City Engineer Junos Reed introduced Chris Niforatos and Shelby Rocha, Engineers with Kimley-Horn, who provided a detailed presentation on the City's Vulnerability Assessment. The presentation highlighted the importance of the assessment, outlined the schedule of events, data collection efforts, modeled flood scenarios, and included an exposure and sensitivity analysis. They also identified highly vulnerable focus areas, presented an adaptation plan, and discussed the next steps moving forward.

Council members expressed their appreciation for the presenters' hard work, thorough explanation, and the value of the assessment.

Mr. Reed noted that the assessment was completed with 100% funding from a grant provided by the Florida Department of Environmental Protection (FDEP) and extended his appreciation to the agency for its support.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO, provided an update on the long-range transportation plan, noting that it is nearing completion. He informed the Council that the public comment and review period is currently open through September 17, and the plan can be accessed via the TPO website.

Mayor Stiltner requested that either Mr. Ball or Mr. Burman review the status of the sidewalk gaps program to determine whether it will continue, the anticipated funding levels, and any potential changes to program parameters over the next several years. He asked that this information be brought back to Council in a future update.

PUBLIC HEARING

15. First Reading - Ordinance No. 2025-20 - Administrative Rezoning/Various Locations East of Nova Road

City Attorney Matt Jones read Ordinance No. 2025-20 into the record.

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±0.46 ACRES FROM COMMUNITY COMMERCIAL (CC) TO NEIGHBORHOOD

PRESERVATION (NP) LOCATED AT 412 JEFFERSON AVENUE, 414 JEFFERSON AVENUE, AND 416 JEFFERSON AVENUE; REZONING ±0.18 ACRES FROM RIDGEWOOD DEVELOPMENT (RD) TO NEIGHBORHOOD PRESERVATION (NP) LOCATED AT 117 FLEMING AVENUE; REZONING ±0.77 ACRES OF FROM NEIGHBORHOOD PRESERVATION (NP) TO OFFICE/RESIDENTIAL TRANSITION (ORT) LOCATED AT 608 ROSELLE STREET AND PARCEL NO. 6304-07-00-0760, GENERALLY LOCATED ON DUNLAWTON AVENUE; REZONING ±0.24 ACRES FROM NEIGHBORHOOD PRESERVATION (NP) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 413 HERBERT STREET; REZONING ±1.07 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6304-07-00-1820 AND 6304-07-00-1401, GENERALLY LOCATED AT SPRUCE CREEK ROAD & DUNLAWTON AVENUE; REZONING ±1.66 ACRES FROM MULTI-FAMILY RESIDENTIAL (R-3M) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6341-05-00-0010 AND 6341-04-03-0142, GENERALLY LOCATED ON RUTH STREET; REZONING ±0.31 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-10SF) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 5797 DEVON STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-20 was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs.

Penelope Cruz, Planning Manager, presented the item, provided details, and answered Council members' questions.

Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2025-21 - Code of Ordinances Amendment/ Chapter 82 - Waterways - Installation of Private Aids to Navigation (PATONs)

City Attorney Matt Jones read Ordinance No. 2025-21 into the record.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 82, ARTICLE I TO ESTABLISH A NEW SECTION 82-6 AUTHORIZING AND ADOPTING A PRIVATE AIDS TO NAVIGATION (PATON) PLAN

FOR THE PURPOSE OF ESTALISHING JUIRDICITION TO INSTALL AND MAINTAIN UNIFORM WATERWAY MARKERS TO SAFELY GUIDE BOATERS TO AND FROM THE RIVERWALK DAY DOCK; AUTHORIZING THE CITY MANAGER TO SIGN ALL REQUIRED ENVIRONMENTAL AND NAVIGATIONAL PERMIT APPLICATIONS NECESSARY FOR THE RIVERWALK PARK DAY DOCK PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-21 was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs.

Tim Burman, Community Development Director, presented the item, provided details, and answered Council members' questions.

Motion carried unanimously by roll call vote.

17. Administrative Amendments to the Land Development Code (LDC)

a. First Reading - Ordinance No. 2025-22- Land Development Code (LDC) Amendment/Chapter 12 Roads and Vehicular Use Areas - Parking Space Width

City Attorney Matt Jones read Ordinance No. 2025-22 into the record.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 12 RELATING TO DESIGN STANDARDS FOR OFF-STREET PARKING AND LOADING AREAS TO AMEND THE MINIMUM DIMENSIONAL REQUIREMENTS FOR OFF-STREET PARKING SPACES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-22 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Mr. Burman presented the item, provided details, and answered Council members' questions.

Council members voiced concerns regarding the adequacy of the parking space dimensions, particularly the impact of reducing standard widths.

Robert Reinhagen, resident, expressed concern over the reduction of parking space widths, noting that smaller spaces have led to vehicle damage, including his own. He urged the Council not to reduce the minimum width to 9 feet.

Patricia Miles, resident, emphasized the challenges that limited parking space sizes pose, particularly for seniors using canes or other mobility aids. She advocated for maintaining the current size of spaces to ensure accessibility and ease of use.

Motion failed unanimously by roll call vote.

b. First Reading - Ordinance No. 2025-23 - Land Development Code (LDC) Amendment/ Chapter 3 Administration and Chapter 5 Subdivisions – Approval Process for a Subdivision Plat or Replat According to Senate Bill 784

City Attorney Matt Jones read Ordinance No. 2025-23 into the record.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3 ADMINISTRATION AND CHAPTER 5 SUBDIVISIONS RELATING TO PLAT APPROVAL PROCEDURES TO ENSURE CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING SECTION 177.071, FLORIDA STATUTES, REQUIRING CERTAIN PLAT AND REPLAT SUBMITTALS BE ADMINISTRATIVELY APPROVED WITHOUT FURTHER ACTION BY THE GOVERNING BODY; REQUIRING THE DESIGNATION OF AN ADMINISTRATIVE AUTHORITY FOR THE PLAT REVIEW AND APPROVAL PROCESSES; SETTING FORTH THE REVIEW TIMEFRAME AND NOTICE REQUIREMENTS RELATED TO THE APPROVAL PROCESS FOR PLAT AND REPLAT SUBMITTALS; CONFORMING SECTION 177.111, FLORIDA STATUTES, TO BE CONSISTENT WITH SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-23 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

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Mr. Burman presented the item, provided details, and answered Council members' questions.

Motion carried unanimously by roll call vote.

c. First Reading - Ordinance No. 2025-24 - Land Development Code (LDC) Amendment/Chapter 15 Signs - Electronic Message Center Minimum Message Displayed Time

City Attorney Matt Jones read Ordinance No. 2025-24 into the record.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO DIGITAL SIGNS AND STRING LIGHTING, AMENDING THE MESSAGE DISPLAY TIME; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-24 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Mr. Burman presented the item, provided details, and answered Council members' questions.

Councilman Green inquired whether the proposed time limits were open for discussion. Currently set at 60 seconds, staff had requested a reduction to 10 seconds. Councilman Green suggested a compromise of 30 seconds.

Council members expressed a desire to remain business-friendly and supported allowing flexibility in the time limits. If the limit is reduced to 10 seconds, members agreed it should be possible to implement various intervals such as 10, 15, or 30 seconds to accommodate different situations.

Motion carried 4-1 by roll call vote with Councilman Green voting no.

d. First Reading - Ordinance No. 2025-25 - Land Development Code (LDC) Amendment/Chapter 16 – Miscellaneous Regulations – Setbacks for an Elevated Wood Deck

City Attorney Matt Jones read Ordinance No. 2025-25 into the record.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 RELATING TO SPECIAL SETBACKS FOR ELEVATED WOOD DECKS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-25 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Mr. Burman presented the item, provided details, and answered Council members' questions.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. Fund Balance Policy Discussion

Mr. Clark provided details on the Fund Balance Policy, outlining the purpose and function of the fund balance. He detailed the options available for managing the General Fund Balance and addressed questions from Council members.

Council members shared their perspectives on appropriate minimum and maximum fund balance levels.

Stan Schmidt, resident, offered clarification on the concept of fund balance.

Motion to adjust the fund balance policy to a minimum of 22% and a maximum of 27% was made by Councilman Jonathan Foley with no second. Motion died.

Motion to adjust the fund balance policy to a minimum of 25% and a maximum of 27% was made by Vice Mayor Tracy Grubbs with no second. Motion died.

Motion to leave the fund balance policy

where it is currently at a minimum of 30% and a maximum of 35% was made by Councilman Lance Green with no second. Motion died.

Motion to adjust the fund balance policy to a minimum of 23% and a maximum of 28% was made by Councilman Jonathan Foley and Seconded by Councilman Shawn Goepfert. Motion carried 4-1 by roll call vote, with Councilman Lance Green voting no.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Goepfert provided an update on the First Step Shelter. The public is invited on September 21 for their celebration of housing their 1,000th person.

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

Councilman Goepfert provided an update on the Port Orange/South Daytona Chamber of Commerce, announcing the City of Port Orange's former Mayor, Donald Burnette, has been appointed as the new President and CEO.

Councilman Jonathan Foley provided an update on the Fire Pension Board's quarterly meeting.

ADJOURNMENT - 9:07 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (C7a) Approval of the FY 2025–2026 Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation in the amount of \$39,402.00 for fiscal year 2025-2026 and authorize the Mayor and City Clerk to execute all applicable documents

SUMMARY:

The Team Volusia Economic Development Corporation (TVEDC) is a countywide public-private partnership that coordinates economic development efforts throughout Volusia County. It works collaboratively with municipal staff and the Volusia County Department of Economic Development to attract new businesses throughout the region. The FY 25-26 contract amount of \$39,402.00 ensures that the City of Port Orange has a seat on the TVEDC Executive Committee.

TVEDC's primary purpose is to support business growth by recruiting new businesses to the area. As part of these efforts, they continue to market the remaining vacant Eastport Business Park sites and the Reed Canal property to prospective companies seeking to develop facilities of 15,000 to 25,000 square feet.

Local government funding for TVEDC is calculated at a rate of \$0.60 per capita, based on the latest population estimates from the Bureau of Economic and Business Research (BEBR). According to BEBR, the estimated 2024 population of Port Orange was 65,670, resulting in a contract amount of \$39,402 for FY 2025–2026. The FY 2025–2026 contract amount is a \$397.20 increase over the FY 2024–2025 contribution. Funds to pay the FY 25/26 contract amount are included in the Community Development FY26 Budget.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	TVEDC Cooperative Economic Development Agreement - FY 25-26	2025-2026 Coperative Economic Development Agreement.pdf
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Tim Burman	Created/Initiated - 07/29/2025
Tim Burman	Approved - 07/29/2025
Linda Truitt	Approved - 08/01/2025
Shannon Balmer	Approved - 08/25/2025
Wayne Clark	Final Approval - 08/25/2025

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2025 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

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

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

WHEREAS, the City Council of the City of Port Orange agrees to appropriate the amount of **Thirty-Nine Thousand Four-Hundred Two Dollars and .80 cents (\$39,402.00)** at .60 cents per capita (Port Orange population 65,670 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2025–2026 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee; and

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

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

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of **Thirty-Nine Thousand Four-Hundred Two Dollars and .80 cents (\$39,402.00)** at .60 cents per capita ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City will make one (1) annual payment equal to the City Funding on or about October 15, 2025. The TVEDC shall use the City Funding for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement. The City shall contact the TVEDC in writing when future funding for the TVEDC is discussed at a public meeting.

3. Program Requirements.

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

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

information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives, if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2025 and shall continue in force for a one-year period ending September 30, 2026. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

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

10. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2025.

City of Port Orange, a Florida municipal corporation

By: _____ Date: _____
City of Port Orange, Mayor

Attest: _____ Date: _____
City of Port Orange – City Manager

Attest: _____ Date: _____
City of Port Orange – City Clerk

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

By: Keith A. Norder Date: July 21, 2025

Title: President + CEO

Attest: Deborah J. Robbins Date: July 21, 2025



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (C7b) Approval of Annual Service Agreement with Southeast Volusia Humane Society

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the services contract with Southeast Volusia Humane Society and authorize the Mayor and City Clerk to execute all contract documents and authorize the City Manager to execute any renewals provided for therein.

SUMMARY: Historically, the City has partnered with the Halifax Humane Society (HHS) for animal shelter needs and services. HHS has informed the county and all municipalities that they will be ending the responsibility of caring for stray, quarantined and confiscated animals on April 1, 2027. HHS wants to limit its liability exposure to focus on core programs of affordable veterinary care, pet loss prevention, reunification and animal training. HHS is willing to renew the contract until April 1, 2027. However, the stray animal fee will increase by 155% from \$156 to \$399. On March 31, 2026, the stray animal fee will increase 413% from the current \$156 to \$800 per animal. They will also no longer accept dogs going through the "dangerous dog" declaration process.

The City has been in communication with the Southeast Volusia Humane Society (SEVHS), and they are willing to partner with the City to provide all services to meet our needs, including stray animal intake, quarantine and confiscated animal intake, dangerous dog holding and feline trap, neuter and release program. This contract for services with SEVHS includes, but is not limited to, temporary impoundment, spay and neuter, vaccination, adoption, and euthanasia services. They will also facilitate, through Volusia County Animal Services, the ear-tipping of feral cats as part of the City's Trap Neuter Release (TNR) program. The contract term will be for one (1) year with the option to renew for up to three (3) twelve (12) month periods on the same terms and conditions.

The fees proposed in the Southeast Volusia Humane Society contract are comparable with the current HHS contract and substantially lower than the new limited services contract being proposed by HHS.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	SEVHS Animal Services Contract & Exhibit A	SEVHS Animal Services Contract & Exhibit A.pdf
2.	SEVHS Human Trafficking Affidavit	SEVHS Human Trafficking Affidavit.pdf

Eric Fisher	Created/Initiated - 08/05/2025
Manuel Marino	Approved - 08/13/2025
Linda Truitt	Approved - 08/13/2025
Matthew Jones	Approved - 08/27/2025
Wayne Clark	Final Approval - 08/27/2025

**AGREEMENT FOR SERVICES
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC
AND THE CITY OF PORT ORANGE**

THIS AGREEMENT is hereby entered into by and between the **Southeast Volusia Humane Society, Inc.**, a Florida nonprofit corporation, with its principal address as 1200 South Glencoe Road, New Smyrna Beach, Florida 32168 ("**Humane Society**") and the City of Port Orange, a municipal corporation with its primary address at 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as the "CITY").

WHEREAS, to enforce the ordinances of the CITY and the laws of the State of Florida with respect to stray animals, the CITY desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

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

WHEREAS, the Humane Society and the CITY desire to enter into an agreement to establish terms and conditions under which the Shelter will accept animals from the CITY.

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

1. **TERM:** This Agreement will take effect on the ____ day of _____, 2025 and will remain in full force and effect for an initial twelve (12) month period ending on midnight. This contract may be renewed by the CITY for up to three (3) twelve (12) month periods on the same terms and conditions as agreed upon in this Agreement.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter in a manner adequate for the confinement, remedial treatment and, if necessary, disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter's staff and Board of Directors. Animals requiring immediate medical attention during non-business hours will be taken by CITY to the nearest emergency vet clinic.

- (b) The Humane Society will provide means to accept all stray dogs and other stray or seized domesticated animals delivered to the Shelter by the CITY's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the CITY for this purpose. The Humane Society will provide Return to Field (RTF) for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of Humane Society. The Humane Society will require all people who drop off or report injured or stray animals to the Shelter during the Shelters normal operating hours to give their names, phone number, and current home and post office addresses and identify the place where the animals involved were located or picked up.
- (c) If the CITY delivers an animal to the Shelter for impoundment and discovers such animal bears information indicating ownership of the animal, the CITY shall take reasonable steps to identify the owner of the animal and contact the said owner prior to delivering the animals to the Humane Society. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such an animal has been impounded for a period of ten (10) days and the Volusia Health Department, through its authorized representatives, has expressly approved any such release.
- (d) When a stray domestic animal is delivered to Humane Society and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the CITY's expense for a period not to exceed three (3) calendar days. If the owner has not retrieved the animal within the designated holding period the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the CITY, Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the CITY. The CITY representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal

Control Officer (ACO) or another CITY representative. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the CITY. Fees for this service are listed under 3(b) RTF/TNR cats. The CITY will only be responsible for services or procedures that are requested and included in this agreement. RTF/TNR Program requires the following:

- i. All regular sterilizations are the same price for neuters and spays (males and females). Every surgery includes complimentary ear tipping, FVRCP and rabies vaccines and anesthesia. Ear tipping must be completed according to animal welfare recommendations by removing 3/8 inches from the top of the ear. All cats being returned to the CITY from the Humane Society will have their ear tipped as described above.
- ii. No procedures other than those listed in this document will be paid for by the CITY. The CITY will only reimburse for procedures that have been documented and provided to the CITY. The Humane Society must provide the following information to receive reimbursement for each cat:
 - Visit Date, Billing date, Animal name, Name of CITY Rep authorizing service, animal outcome
- iii. The Humane Society will send all invoices to the CITY monthly.
- iv. The Humane Society will only release RTF cats to the CITY ACO unless the CITY provides permission for a 3rd party release in writing from the agency's authority.

3. BILLING & PAYMENT

- (a) The Humane Society shall bill the CITY pursuant to Paragraph 3(b) as applicable, for:
 - i. Each dog, cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal or quarantined/confiscated animal delivered to the Shelter by either the CITY designated personnel, Police or Animal Control Officers.
 - ii. Each stray dog, cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within City the jurisdictional limits of the CITY and delivered to the Shelter by a private citizen who has provided their full name and contact information. Owner surrendered animals will only be accepted via CITY with approval from Southeast Volusia Humane Society. Owner requested surrenders in the field should be referred to Southeast Volusia Humane Society directly; and

iii. Each dog, cat, domesticated animal, injured animal or deceased animal picked up at the request of the CITY by the Humane Society within CITY's jurisdictional limits.

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

Dog or cat (if not eligible for RTF/TNR)	
Impoundment	\$150
Other domesticated animals	\$130
Livestock animal	\$195
Wild animal (euth)	\$70
Deceased on arrival (disposal)	\$32
Quarantined animal (e.g., Rabies)	\$390, \$39 per day period determined by FL Statute
Confiscated animal	\$130 for 1 st day plus \$45 for each additional day
Fees for RTF/TNR	
Includes ear tipping, FVRCP, rabies	\$58
Anesthesia Fee (no surgery performed)	\$58
Euthanasia (vet determined)	\$58
Forensic assistance upon request	\$30 per hour

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act. If the CITY has a dispute about a charge on its invoice, it must contact the Humane Society's Billing Department within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City, with its monthly invoice, a list of all pick up locations of stray animals charged to the CITY account for all animals that were not impounded by CITY representative, the names and addresses and if available, phone numbers of all persons claiming any stray animals that are

dropped off at the Shelter during normal operating hours, and if known, the names and addresses and if available phone numbers of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) The Humane Society will make a good faith effort to collect the costs incurred for the care of any animal that is served by the Humane Society and later reclaimed by the animal's owner. Collections received by the Humane Society by an animal owner shall be credited against the fees charged to the CITY. The animal's owner is financially responsible for any services rendered to the animal by the Humane Society and the Humane Society will seek full payment for said services prior to releasing the animal. The Humane Society may release an animal to its owner without payment in the event the animal's owner completes a financial affidavit indicating that the owner qualifies as indigent. (Copy of affidavit to be used is attached as Exhibit "A")

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animals which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period and will allow the Volusia Impounding agency Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.
5. **CONFISCATED ANIMALS- 828.073, F.S.:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied. The CITY shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to 828.073, Fla. Stat. Upon request, a copy of the petition must be submitted by the seizing agent to the Humane Society within ten (10) business days of the request. Failure to comply with this will result in a "confiscated" animal being deemed "stray" animal, at which point care of the animal will be charged to the CITY at the default "stray" rates provided in Section 3(b) of this Agreement. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the CITY decision to submit the animal as a stray except that the cap on the amount and liability of the CITY for indemnification or damages under this contract regardless of the number or nature of claims in tort, equity, or contract shall not

exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the CITY's animal control authority to determine whether a dog is dangerous and to submit to Humane Society the necessary paperwork as required by the applicable states. If quarantine is necessary, a dog quarantined pursuant to Florida Statutes may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the CITY'S animal control authority deems to be dangerous for a maximum of ten (10) business days. The CITY shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period the CITY may request that euthanasia be performed by the Humane Society when it is the CITY'S belief that the dog poses a threat to public safety. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City's decision to submit the animal under the Dangerous Dog Law except the cap on the amount and liability of the CITY for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises.
7. **CONFISCATED ANIMALS – OWNER IS IN CUSTODY/DECEASED/HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the CITY. The CITY will pay the applicable charges for such service ("confiscated animal") pursuant to Section 3(b) of this Agreement. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the City for indemnification or damages under this contract regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises. The CITY agrees to provide next of kin, emergency contact or any other guardian information to Southeast within 3 business days of impoundment. Failure to do so by the CITY will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.
8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the CITY because of an owner eviction will be held by the Humane Society for 5 business

days. The CITY agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of animals confiscated. The CITY's representative will provide proof of such notice, an agency report or photograph of the notice on the dwelling with address or writ of possession displayed, if not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the CITY.

As the CITY, if the CITY chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the CITY may submit the animal to the Humane Society as a "stray" in which case the animal will be held for three (3) days prior to disposition. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the CITY's decision to submit the animal as a "stray", except that the cap on the amount and liability of the CITY for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises. The CITY shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the CITY fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the CITY. If the Humane Society exercises this option, it will provide the CITY with thirty (30) days written notice of its decision to terminate the Agreement. The CITY will remain responsible for payment for all services rendered by Humane Society prior to and during the thirty (30) day notice period. Upon the expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City.
10. **WAIVER OF BREACH:** The waiver by the Humane Society or the CITY of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.
11. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the City with a certificate of insurance endorsing the City as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the City.

Policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment.

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

Commercial General Liability:	Aggregate \$2,000,000.00/ Each Occurrence \$1,000,000.00
Automobile Liability:	\$100,000.00
Umbrella Liability:	\$1,000,000.00

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

12. SOVEREIGN IMMUNITY: The CITY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with 768.28, Florida Statutes. Notwithstanding anything set forth in any section the Agreement to the contrary, nothing in the Agreement 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, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party of the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5535, Email for City: cityclerk@port-orange.org by mail, City Clerk, Attn: Public Records Custodian, 1000 City Center Circle, Port Orange, FL 32129.

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

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

The Humane Society acknowledges that failure to provide the applicable public records to the impounding agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the CITY. Humane Society shall indemnify, defend, and hold the CITY harmless for and against any and all claims, damage awards, and cases of action arising from the Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including but not limited to any third party claims or awards for attorney's fees costs arising therefrom. Humane Society authorizes City to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

14. **E-VERIFY:** Humane Society shall utilize the US Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Humane Society during the term of this Agreement and shall expressly require any subcontractors performing services pursuant to this Agreement to likewise utilize the US Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

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

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

17. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all

suits arising out of or otherwise attributable to this agreement will lie exclusively in the courts of Volusia County, Florida unless the matter at issue is solely cognizable in Federal Court in which case venue shall be the Middle District of Florida, Orlando Division.

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

19. **ENTIRE AGREEMENT:** This agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants agreements or representations concerning all matters directly or indirectly.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.

CITY OF PORT ORANGE

By: Melissa Marsico, Pres.
Name: Melissa Marsico
Title: President
Date: 8/24/2025

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:
By: Denise Ferreira
Name: Denise Ferreira
Title: Secretary
Date: 8/24/25

ATTEST:
By: _____
Name: _____
Title: _____
Date: _____



**COUNTY OF VOLUSIA
ANIMAL SERVICES
RETURN TO CUSTODY**

DECLARATION OF NO OR LOW INCOME

This form should be completed by an adult household member if the household is claiming no or low income within the last 30 days.

Last Name	First Name	Phone Number
Address	City	Zip

1A. I hereby certify that I do not individually receive income from any of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.)
- Income from operation of a business
- Rental income from real or personal property
- Interest or dividends from assets
- Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits
- Unemployment or disability payments
- Public assistance payments (AFCD, SSI, TANF)
- Alimony, child support, or gifts received from persons not living in my household
- Sales from self-employed resources (Avon, Mary Kay, etc.)
- Any other source not named above

OR

1B. I hereby certify that I am low-income, as defined by Florida law, as a family or individual earning 80% or less of the area median income (\$63,075)

2. I have resources to pay for the daily care of the animal being returned to my custody.
- I need access to resources to supplement my source of funds to adequately care for the animal being returned to my custody.

By my signature below, I certify and acknowledge the following:

- That the forgoing is true, complete, and correct.
- Inquiries may be made to verify statements and a request for documentation to verify low or no-income status maybe requested by Volusia County Animal Services.
- That false statements or omissions are grounds for an at large citation if the animal was impounded and the fees not paid upon return to the owner.

Signature

Date

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
COUNTY OF Volusia §

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

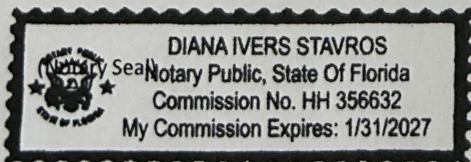
1. My name is Melissa Marsico. I am over the age of Twenty-one years old. I am the President of Southeast Volusia Humane Society, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained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

Further Affiant sayeth not.

Date: 8/26, 2025

Signed: Melissa Marsico
Print Name: melissa marsico
Title: President of Board

SUBSCRIBED AND SWORN before me by means of physical presence or online notarization on the 26 day of August, 2025 by Melissa Marsico as President on behalf of Southeast Volusia Humane Society who is personally known to me or who has produced Florida Power License as identification.



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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (C7c) Approval of Amendment No. 2 with Shelley's Environmental for Biosolids Hauling and Disposal

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety 3 - Quality of Life 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No.2 to Standard Contract for Services, dated March 14, 2017, with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. for Biosolids Hauling and Management and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: On March 14, 2017, the City entered a Standard Contract for Services with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. pursuant to ITN 16-09, Biosolids Hauling and Management. The initial term of the agreement was 10 years with an initial biosolids rate of \$39.95 per wet/ton. In 2023, a price adjustment was granted to change the price to \$65.00 per wet/ton due to material costs and changing market conditions. Recent regulatory changes to Chapter 62-640, Florida Administrative Code (F.A.C.), drastically reduced the number of eligible disposal facilities and increased the price of biosolids disposal significantly across the State of Florida. As a result, the requested amendment is for a rate adjustment to \$102.00 per wet/ton, with a three percent (3%) increase at the anniversary date (March 14, 2026) for the remaining year of the Contract, at an amount not to exceed the appropriated budget.

City staff have contacted other cities to check current biosolids rates. Staff found that the average price for biosolids hauling and disposal on the east coast of Florida is \$150-\$175 wet/ton. Staff contacted a competitor biosolids company and was quoted \$175+ per wet/ton for new contracts. Shelley's Environmental Systems also provided a recently awarded contract for biosolids hauling and disposal at a price of \$110 per wet/ton for a local municipality for comparison.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems Amendment No. 2	Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems Amendment No. 2.pdf
2.	Pricing Letter	Pricing Letter.pdf

3.	EXECUTED Shelley's Septic Tank, Inc. Contract	Shelley's+Septic+Contract.pdf
4.	EXECUTED Shelley's Environmental SystemsInc Amendment No.1	EXECUTED Shelley's Environmental SystemsInc Amendment No.1.pdf

Steve Parnell	Created/Initiated - 08/13/2025
Christopher Wall	Approved - 08/13/2025
Steve Parnell	Approved - 08/13/2025
Linda Truitt	Approved - 08/13/2025
Matthew Jones	Approved - 08/26/2025
Wayne Clark	Final Approval - 08/26/2025

AMENDMENT NO. 2
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 2 TO STANDARD CONTRACT FOR SERVICES ("2025 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, on the 12th day of December 2023, the Parties entered into Amendment No. 1 ("2023 Amendment"), amending the Contract from a rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the Parties desire to amend the rate from \$65.00 per wet ton, to \$102.00 per wet ton, due to industry price increases; and

WHEREAS, the City of Port Orange Mayor has determined that this 2025 Amendment is beneficial to the citizens of the City of Port Orange.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$102.00 per wet ton, with a three percent (3%) increase at the anniversary date for the remaining year of the Contract, in an amount not to exceed the appropriated budget. 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 Construction. This 2025 Amendment 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 2025 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2025 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2025 Amendment on the day and year stated hereinafter.

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

Printed Name: _____

By: _____

James D. Shelley, Jr., President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249

(407) 889-8042 • Fax (407) 889-4408

June 17, 2025

The City of Port Orange
Mr. Chris Wall - Deputy Director Public Utilities
PO Box 291759
Port Orange, FL 32129

Dear Mr. Wall,

This letter is being written to you as a follow-up to our meeting last month regarding Shelley's current contract with the City of Port Orange for Hauling Disposal of Biosolids.

In 2022, Shelley's asked for a price increase to \$65.00 per ton, which the city granted. Since 2022, prices have steadily continued to increase. Personnel costs, operating costs, as well as supply costs have increased substantially since our last contract award. It's my understanding that the city had two addendums for price increases that we were not made aware of. Had we known of these amendments we would be in a much better position.

Although fuel has remained around the same price, the amount of fuel we use in our process has increased dramatically resulting in additional fuel costs. As you are aware, land application sites are disappearing every day as development grows exponentially. The available sites we have acquired are further and further away which uses more fuel to dispose of the final product.

With all the development, the sites that remain are surrounded by subdivisions. Odor complaints occur even if we send an empty truck into a site. To solve this problem, Shelley's mixes our AA Biosolids with a wood waste product that we acquire from mulching companies. We truck that material into our plant, then mix the wood waste fines and Biosolids in a 3:1 ratio to absorb the moisture and to abate the odors. So, instead of making 1 trip to a land application site, we're now making four (4) trips. Again, more fuel is being used as well as associated manpower and operational costs.

Prices for disposal have gone up all over the state. Some examples are:

- 2025 Ormond Beach - \$110/ton
- 2025 Miami/Dade - \$150/ton
- 2021 Lee County - \$381/ton

In Miami/Dade County they report that their scope of Emergency Contracts includes on-site dewatering, hauling, and disposal services of Class "B" biosolids, non-Class "B" biosolids, and waste activated sludge through composting and land application. Waste activated sludge (WAS), non-Class "B" biosolids, and Class "B" biosolids are generated at three wastewater treatment plants operated by WAsD. The County, the largest producer of biosolids in Florida, generates approximately 700 wet tons daily and 150,000-165,000 wet tons annually. Although there was competitively established contract in place (Contract No. 7122-1/23-1) for hauling and disposal of Class "B" biosolids at \$55 /ton, recent regulatory changes to Chapter 62-640, Florida Administrative Code (F.A.C.) drastically reduced the number of eligible disposal facilities and increased the price of biosolids disposal significantly (\$102/ton to \$150/ton). This led to

active vendors ceasing services and created major backlogs at the South District and Central District Wastewater Treatment Plants, which caused permit violations, operational issues and odor complaints that affected the public. These Emergency Contracts are currently helping to: mitigate the biosolids backlog, which was estimated at over 24,000 tons by January 2024, and maintain steady operation at the wastewater treatment plants.

This is relative to Class "B" biosolids and we treat biosolids to Class "AA" which is better for the environment however incurs increased costs to produce and distribute.

The problem that occurred in Miami/Dade County has significantly impacted our area as many of these haulers have begun transferring to sites in central Florida. The number of receiving sites has continuously diminished and are becoming increasingly more difficult to locate which has tremendously increased cost (supply vs demand). We treat our biosolids to Class "AA," which is more environmentally friendly but incurs higher production and distribution costs compared to Class "B" biosolids.

The City of Port Orange themselves has built in automatic price escalators of up to 2 per cent annually in our current agreement effective 2022. Unfortunately, even if the 2 per cent escalators had been applied it wouldn't have kept up with the increases we have seen in costs relative to personnel, transportation, operational supplies, governmental regulations and site acquisition for disposal. I'm sure you have seen these same types of cost increases in your operations. We have always done our best, to keep our pricing at the lowest possible level, however we can no longer maintain this pricing level.

To stay competitive and sustainable, our price for hauling, treating, and disposing of Biosolids needs to be around \$102 per ton. We recently had to increase our price for a third-party hauler using our facility to \$87/ton.

We have enjoyed a long-term relationship with the City of Port Orange and truly do appreciate your business throughout the years, and we look forward to continuing to service your Biosolid requirements. We trust that you understand our dilemma. To this end we would like to meet with you at your earliest convenience to discuss these issues with you and come to a mutually agreeable solution going forward.

Thank you again for your business and consideration.

Sincerely,



Richard Donohue
General Manager



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 14 day of March, 2017, 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 SHELLEY'S SEPTIC TANK, INC. d/b/a/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 West Jones Avenue, Zellwood, Florida 32798. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with Biosolids Stabilization and Disposal Services, as more specifically described in Invitation to Negotiate No. 16-09 ("ITN 16-09"), Addendum No. 1, Addendum No. 2 and Addendum No. 3. Copies of ITN 16-09 and all Addendums are available in the office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32127.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of 10 years (the "Term").

Manner and Place: The work shall be performed as outlined in ITN 16-09, Addendum No 1, Addendum No. 2, and Addendum No 3, in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Orders issued and executed by the City.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on rates released in August 2017. The rates shall remain the same, except for CPI adjustments, during the term of this Contract. 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance 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>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	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.
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>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	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.
Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage \$1,000,000 minimum	

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. 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.

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

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 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.

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: Lynn Stevens, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.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.

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.

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]

Printed Name: Richard T. Dorebue

[Signature]

Printed Name: Martin Smuenvy

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By: *[Signature]*
James D. Shelley, Jr., President

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

Date: 3/13/17

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

[Notary: Please select one]

- is personally known to me; or
- has produced _____ as identification.



[Signature]

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

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

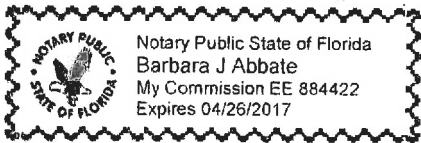
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

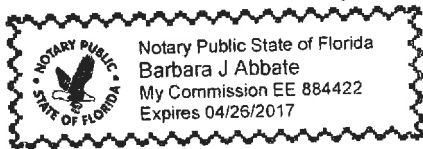
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

AMENDMENT NO. 1
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES ("2023 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS, Inc.** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, the Parties desire to amend the rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the City of Port Orange Mayor has determined that this 2023 Amendment is beneficial to the citizens of the City of Port Orange.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$65.00 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on the current rates released by the United States Department of Transportation. The rates shall remain the same, except for adjustments provided for hereinabove, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the appropriated budget. 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 Construction. This 2023 Amendment 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 2023 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2023 Amendment.


4. All other terms and conditions of the Contract shall remain in full force and effect.

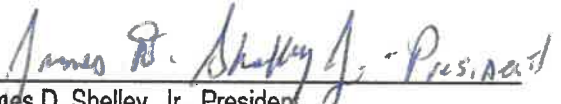
IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2023 Amendment on the day and year stated hereinafter.

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS


Printed Name: Theresa A. Segura


Printed Name: Richard F. Dondhue

By:  - President
James D. Shelley, Jr., President

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

Date: 11/28/23

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 12/12/2023



ATTEST:

By: 
Tracee Cody, FCRM, Deputy City Clerk

Date: 12/12/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (C8) Resolution No. 25-43 - Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement for the Port Orange Riverwalk Park Day Docks Project

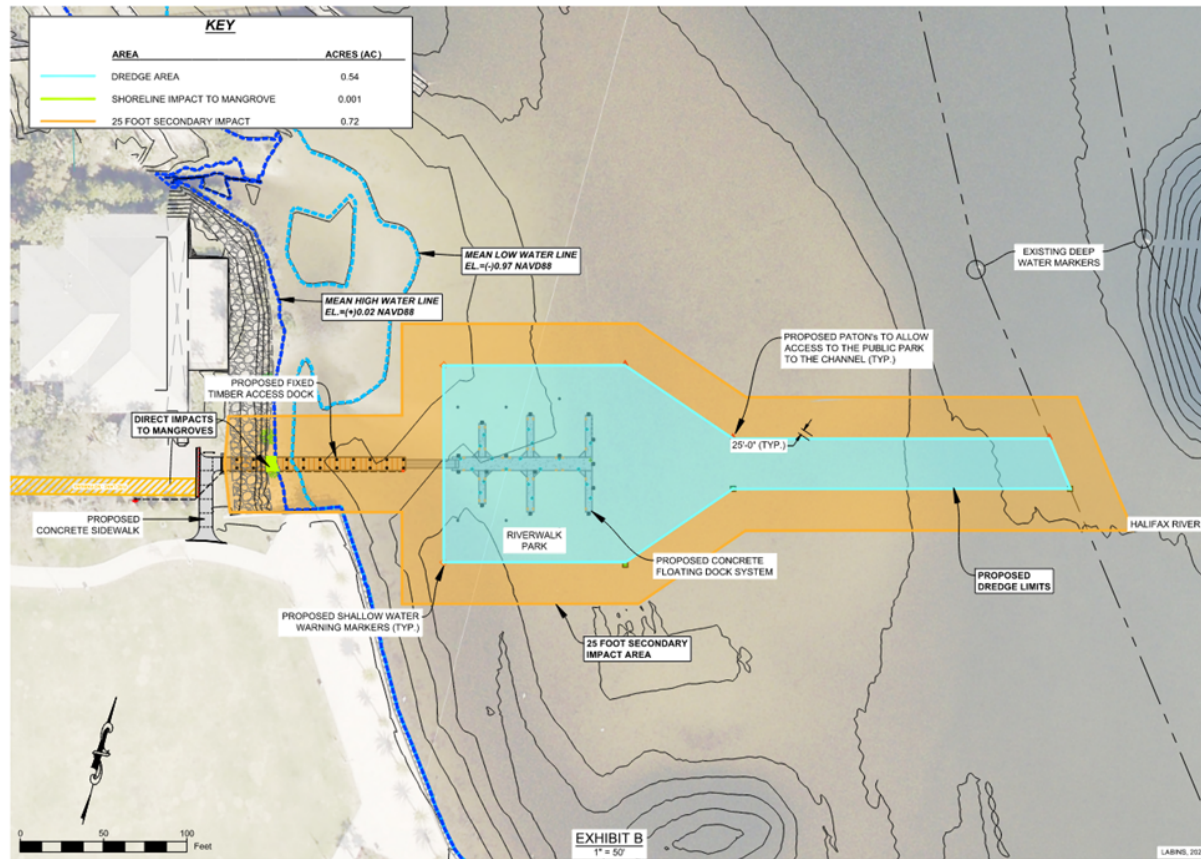
DEPARTMENT: Community Development

GOAL: 2 - Infrastructure; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-43.

SUMMARY: The City's design consultant (Dredging & Marine Consultants) is continuing to obtain permits for the Riverwalk Park Day Dock with outside agencies, including St. Johns River Water Management District (SJRWMD), U.S. Coast Guard and Florida Fish and Wildlife Conservation Commission (FWC). The proposed day dock will extend perpendicular from the shoreline and accommodate mooring for up to ten (10) vessels, with flexibility to expand as demand grows.

As part of the Environmental Resource Permit (ERP) process, SJRWMD has determined that mitigation is required to offset project impacts from dredging, mangrove disturbance, dock construction, loss of potential oyster/clam habitat, and secondary effects, such as noise intrusion from dock and boat use, increased boat traffic, and the potential introduction of trash, debris, and nuisance or exotic species. To address these impacts and meet the wetland mitigation requirement for the SJRWMD permit, the purchase of 0.09 acres of Herbaceous Marine Wetland Mitigation Credits is required.



The agreement between Webster Creek Holdings, LLC and the City is for the purchase of 0.09 acres of State-only Herbaceous Marine wetland credits per State Credit price of three hundred thousand dollars (\$300,000) per acre, for a total of twenty-seven thousand dollars (\$27,000).

Upon execution of this agreement and the receipt of the payment, the SJRWMD permit will be issued to meet the Florida Inland Navigation District (FIND) grant award deadline to have all permits for the day dock by September 16.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 25-43 w exhibit	Resolution No. 25-43 w exhibit .pdf
2.	WCMB Credit Agreement v2025-08-20 Port Orange-2 final for 9-2-25	WCMB Credit Agreement v2025-08-20 Port Orange-2 final for 9-2-25.pdf

Robin Fenwick
 Tim Burman
 Linda Truitt
 Shannon Balmer
 Wayne Clark

Created/Initiated - 08/22/2025
 Approved - 08/22/2025
 Approved - 08/22/2025
 Approved - 08/25/2025
 Final Approval - 08/25/2025

RESOLUTION NO. 25-43

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, APPROVING THE WEBSTER CREEK MITIGATION BANK WETLAND MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT WITH WEBSTER CREEK HOLDINGS, LLC ("WCH"), OWNER OF WEBSTER CREEK MITIGATION BANK ("WCMB") (COLLECTIVELY THE "SELLER"), WHICH IS A MITIGATION BANK WITH HERBACEOUS MARINE WETLAND MITIGATION CREDITS ACCEPTABLE TO SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD") AND AVAILABLE FOR SALE TO THE CITY PURSUANT TO SELLER'S SJRWMD PERMIT NO. 146336-27; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID RESERVATION AND PURCHASE AGREEMENT; AUTHORIZING THE CITY MANAGER TO PROCEED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SAID RESERVATION AND PURCHASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Port Orange ("City") has developed a public park, consisting of Parcel Nos. 6303-10-01-0011 and 6303-10-01-0020, known as Riverwalk Park, generally located northeast of the intersection of Ridgewood Avenue and Ocean Avenue, Port Orange, Volusia County, Florida; and

WHEREAS, the City desires to enhance the amenities offered at Riverwalk Park by developing the Riverwalk Park Day Dock project for the enjoyment of the citizenry of the City of Port Orange, Volusia County and the State of Florida; and

WHEREAS, the City has applied for a permit from the Saint John's River Water Management District ("SJRWMD") (Application No. 78624-12) for the Riverwalk Day Dock project; and

WHEREAS, as part of the design and permitting process of the Riverwalk Day Dock project ("Day Dock Project"), the Saint John's River Water Management District ("SJRWMD") has determined that City shall be required to purchase certain

wetland mitigation credits pursuant to its SJRWMD Application No. 78624-12 ("SJRWMD Permit"), to comply with certain mitigation efforts that must be undertaken with respect to impacted wetlands; and

WHEREAS, Herbaceous marine wetland mitigation credits are required for the Day Dock Project, and said mitigation credits may be purchased from Webster Creek Mitigation Bank ("WCMB"), in ownership of Webster Creek Holdings, LLC, (collectively "Seller"), to satisfy the wetland mitigation requirements of the SJRWMD Permit; and

WHEREAS, the Seller is a mitigation bank with herbaceous wetland mitigation credits acceptable to SJRWMD and available for sale to the City pursuant to Seller's SFWMD Permit No. 146336-27; and

WHEREAS, the Seller has been notified by the City's consultant that the City expects a SJRWMD requirement of .09 Seller herbaceous state wetland mitigation credit pursuant to its SJRWMD Permit; and

WHEREAS, the total cost associated with the City's purchase of the requisite wetland mitigation credit is \$27,000.00; and

WHEREAS, the payment is a requirement of the Saint John's River Water Management District Environmental Resource Permit (ERP); and

WHEREAS, the City finds that in furtherance of the Riverwalk Day Dock project that it is in the City's best interest to execute the Reservation and Purchase Agreement, which is in substantially the form attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement in the amount of \$27,000.00 is hereby approved in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization. The Mayor and City Clerk are hereby authorized to execute said Reservation and Purchase Agreement.

Section 4. Implementation. The City Manager or his designee are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and approved by _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

WEBSTER CREEK MITIGATION BANK WETLAND MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

This Wetland Mitigation Credit Reservation and Purchase Agreement ("Agreement") is made and entered into this 20th day of August 2025, (the "Effective Date") by and between Webster Creek Holdings, LLC, a Florida limited liability company ("Seller"), and City of Port Orange ("Buyer").

WHEREAS, Seller owns the Webster Creek Mitigation Bank ("WCMB") which is authorized under the St. Johns River Water Management District ("District") Permit 146336-27;

WHEREAS, Buyer is engaged in a project known as Riverwalk Day Docks ("Project") and Buyer has represented that, as part of the permitting process, the District will impose a requirement on Buyer, as a condition to granting Buyer its permit for the Project, that certain mitigation efforts be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Seller to satisfy the wetland mitigation requirement of that permit; and

WHEREAS, the District has determined that Buyer shall be required to purchase certain wetland mitigation credits pursuant to its SJRWMD Application Number 78624-12 ("State Permit"); and

NOW, THEREFORE, in consideration of the mutual covenants herein and good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed that:

1. **Credits Purchased.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer 0.09 State-only Herbaceous Marine wetland credits (the "State Credits" or "Credits") applicable to the Buyer's State Permit, for Buyer's exclusive use only for the Project.

2. **Compensation.** In exchange for the Credits being purchased hereunder, Buyer shall pay to Seller a per State Credit price of Three Hundred Thousand Dollars (\$300,000), for a sum total of Twenty-Seven Thousand Dollars (\$27,000) (the "Purchase Price").

3. **Payments.** Buyer shall pay to Seller the full amount of the Purchase Price upfront. The payment is nonrefundable and shall be retained by Seller in all circumstances other than a failure by Seller to convey the Credits to Buyer at Closing.

4. **Reservation Letter.** Upon execution of this Agreement and the receipt of the Initial Deposit, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer within five (5) business days upon receipt of the Initial Deposit.

5. **Closing and Transfer.** This transaction shall close no later than thirty (30) days after the issuance of the Buyer's State Permit (the "Closing" or to "Close"). At Closing the purchased Credits shall be conveyed by Seller to Buyer free and clear of any and all liens, encumbrances and restrictions on or to Buyer. Upon Closing, Seller will notify the District that Buyer has completed its Credit purchase and that such Credits should be removed from WCMB's state credit ledgers and permanently associated with Buyer's state permits as described herein.

6. **Termination.** This Agreement and any and all obligations of the Seller shall be terminated, at the sole discretion of the Seller, by giving written notice thereof to Buyer in the event the Buyer does not pay Seller the Deposit, or the remaining Purchase Price when they are due. In the event of a termination under this section 6, this Agreement shall become null and void, and Buyer and Seller shall have no further liability or obligation to each other.

7. **“AS-IS” Basis.** The Credits are transferred to Buyer on an “AS-IS” basis without any implied or explicit warranties, either oral or written, made by Seller or any agent or representative of Seller, except as expressly set forth in this Agreement.

8. **Taxes.** Buyer is also responsible for, and will pay, any applicable state sales tax or other costs or taxes associated with the transfer of these credits under laws now in effect or later enacted which would apply to this transaction. Seller is responsible for its own federal and state income taxes, if any, associated with this transaction. For avoidance of doubt, the City of Port Orange will not be obligated for any documentary stamps associated with this purchase.

9. **Miscellaneous.** This Agreement shall not be assignable by Buyer. The Credits reserved herein are to be utilized by the Buyer solely in connection with the above referenced project and for no other purpose. Credits are non-refundable and non-transferable. Buyer represents that the Credits are not being purchased for purposes of resale, and any resale of the Credits shall be prohibited. Failure of Buyer to comply with this provision shall constitute a breach of this covenant and Agreement, and as a consequence, Seller shall have the right to repurchase all credits for a total consideration equal to eighty percent (80%) of the original Purchase Price paid by Buyer to Seller. In such an event, the credits shall be conveyed to Seller, free and clear of any lien or other encumbrance, within thirty (30) days after Seller furnishes notice of its intent to require such reconveyance. This section shall survive the original credit transfer and continue in full force and effect.

10. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller: Webster Creek Holdings, LLC
Attn: Deryck A. Harmer
1414 W. Swann Avenue, Suite 100
Tampa, Florida 33606

With a copy to: Macfarlane Ferguson & McMullen, P.A.
Attn: Jimmy Goodwin, III
One Tampa City Center
201 North Franklin Street, Suite 2000
Tampa, Florida 33602

Notices to Buyer: City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, Florida 32129

11. **Attorney Fees and Venue.** If any suit or action shall be instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees and costs incurred in any trial, post judgment or appellate proceedings. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of Florida and subject to the requirements of any applicable federal laws or regulations. Venue for any such action shall be in Volusia County, Florida.

12. **Severability.** In the event any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

13. **Authorization and Signature.** The signature of the party's representative below constitutes an express representation that the representative has the authority to bind the undersigned party to the obligations and performance of the terms and conditions of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as deliver of any original signed copy of this Agreement.

14. **Time.** Time is of the essence under the terms of this Agreement. Any time period provided in this Agreement which ends on a Saturday, Sunday or local bank holiday shall be extended until the next business day.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

SELLER:

WEBSTER CREEK HOLDINGS, LLC

By: _____
Name: Deryck Harmer
Title: President

BUYER:

CITY OF PORT ORANGE

By: _____
Name: Scott Stiltner
Title: Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk

**WEBSTER CREEK MITIGATION BANK
WETLAND MITIGATION CREDIT
RESERVATION AND PURCHASE AGREEMENT**

This Wetland Mitigation Credit Reservation and Purchase Agreement (“Agreement”) is made and entered into this 20th day of August 2025, (the “Effective Date”) by and between Webster Creek Holdings, LLC, a Florida limited liability company (“Seller”), and City of Port Orange (“Buyer”).

WHEREAS, Seller owns the Webster Creek Mitigation Bank (“WCMB”) which is authorized under the St. Johns River Water Management District (“District”) Permit 146336-27;

WHEREAS, Buyer is engaged in a project known as Riverwalk Day Docks (“Project”) and Buyer has represented that, as part of the permitting process, the District will impose a requirement on Buyer, as a condition to granting Buyer its permit for the Project, that certain mitigation efforts be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Seller to satisfy the wetland mitigation requirement of that permit; and

WHEREAS, the District has determined that Buyer shall be required to purchase certain wetland mitigation credits pursuant to its SJRWMD Application Number 78624-12 (“State Permit”); and

NOW, THEREFORE, in consideration of the mutual covenants herein and good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed that:

1. **Credits Purchased.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer 0.09 State-only Herbaceous Marine wetland credits (the “State Credits” or “Credits”) applicable to the Buyer’s State Permit, for Buyer’s exclusive use only for the Project.

2. **Compensation.** In exchange for the Credits being purchased hereunder, Buyer shall pay to Seller a per State Credit price of Three Hundred Thousand Dollars (\$300,000), for a sum total of Twenty-Seven Thousand Dollars (\$27,000) (the “Purchase Price”).

3. **Payments.** Buyer shall pay to Seller the full amount of the Purchase Price upfront. The payment is nonrefundable and shall be retained by Seller in all circumstances other than a failure by Seller to convey the Credits to Buyer at Closing.

4. **Reservation Letter.** Upon execution of this Agreement and the receipt of the Initial Deposit, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer within five (5) business days upon receipt of the Initial Deposit.

5. **Closing and Transfer.** This transaction shall close no later than thirty (30) days after the issuance of the Buyer’s State Permit (the “Closing” or to “Close”). At Closing the purchased Credits shall be conveyed by Seller to Buyer free and clear of any and all liens, encumbrances and restrictions on or to Buyer. Upon Closing, Seller will notify the District that Buyer has completed its Credit purchase and that such Credits should be removed from WCMB’s state credit ledgers and permanently associated with Buyer’s state permits as described herein.

6. **Termination.** This Agreement and any and all obligations of the Seller shall be terminated, at the sole discretion of the Seller, by giving written notice thereof to Buyer in the event the Buyer does not pay Seller the Deposit, or the remaining Purchase Price when they are due. In the event of a termination under this section 6, this Agreement shall become null and void, and Buyer and Seller shall have no further liability or obligation to each other.

7. **“AS-IS” Basis.** The Credits are transferred to Buyer on an “AS-IS” basis without any implied or explicit warranties, either oral or written, made by Seller or any agent or representative of Seller, except as expressly set forth in this Agreement.

8. **Taxes.** Buyer is also responsible for, and will pay, any applicable state sales tax or other costs or taxes associated with the transfer of these credits under laws now in effect or later enacted which would apply to this transaction. Seller is responsible for its own federal and state income taxes, if any, associated with this transaction. For avoidance of doubt, the City of Port Orange will not be obligated for any documentary stamps associated with this purchase.

9. **Miscellaneous.** This Agreement shall not be assignable by Buyer. The Credits reserved herein are to be utilized by the Buyer solely in connection with the above referenced project and for no other purpose. Credits are non-refundable and non-transferable. Buyer represents that the Credits are not being purchased for purposes of resale, and any resale of the Credits shall be prohibited. Failure of Buyer to comply with this provision shall constitute a breach of this covenant and Agreement, and as a consequence, Seller shall have the right to repurchase all credits for a total consideration equal to eighty percent (80%) of the original Purchase Price paid by Buyer to Seller. In such an event, the credits shall be conveyed to Seller, free and clear of any lien or other encumbrance, within thirty (30) days after Seller furnishes notice of its intent to require such reconveyance. This section shall survive the original credit transfer and continue in full force and effect.

10. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller: Webster Creek Holdings, LLC
Attn: Deryck A. Harmer
1414 W. Swann Avenue, Suite 100
Tampa, Florida 33606

With a copy to: Macfarlane Ferguson & McMullen, P.A.
Attn: Jimmy Goodwin, III
One Tampa City Center
201 North Franklin Street, Suite 2000
Tampa, Florida 33602

Notices to Buyer: City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, Florida 32129

11. **Attorney Fees and Venue.** If any suit or action shall be instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees and costs incurred in any trial, post judgment or appellate proceedings. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of Florida and subject to the requirements of any applicable federal laws or regulations. Venue for any such action shall be in Volusia County, Florida.

12. **Severability.** In the event any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

13. **Authorization and Signature.** The signature of the party's representative below constitutes an express representation that the representative has the authority to bind the undersigned party to the obligations and performance of the terms and conditions of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as deliver of any original signed copy of this Agreement.

14. **Time.** Time is of the essence under the terms of this Agreement. Any time period provided in this Agreement which ends on a Saturday, Sunday or local bank holiday shall be extended until the next business day.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

SELLER:

WEBSTER CREEK HOLDINGS, LLC

By: _____
Name: Deryck Harmer
Title: President

BUYER:

CITY OF PORT ORANGE

By: _____
Name: Scott Stiltner
Title: Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk

August 21, 2025

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

Dear Ms. Fenwick,

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

FINANCIAL SUMMARY FOR GOLF MONTH ENDING MAY 2025							
	Current			Year to Date			
	Actual	Budget	Variance vs. Budget	Actual	Budget	Prior Year	Variance vs. Budget
Revenue							
Green Fees	\$ 90,275	\$ 103,020	\$ (12,745)	\$ 894,600	\$ 976,906	\$ 872,027	\$ (82,306)
Cart Fees	\$ 67,145	\$ 62,010	\$ 5,135	\$ 543,042	\$ 515,456	\$ 489,828	\$ 27,586
Range	\$ 9,041	\$ 8,623	\$ 418	\$ 57,641	\$ 51,534	\$ 50,962	\$ 6,107
Golf Shop Revenues	\$ 35,075	\$ 33,450	\$ 1,625	\$ 244,654	\$ 240,449	\$ 250,572	\$ 4,205
City Surcharge R/R	\$ 3,374	\$ 3,399	\$ (25)	\$ 28,497	\$ 27,331	\$ 27,166	\$ 1,166
Total Revenue	\$ 204,910	\$ 210,502	\$ (5,592)	\$ 1,768,434	\$ 1,811,676	\$ 1,690,555	\$ (43,242)
Cost of Sales	\$ 20,866	\$ 19,720	\$ 1,146	\$ 152,040	\$ 144,650	\$ 157,086	\$ 7,390
Merchandise	\$ 20,866	\$ 19,720	\$ 1,146	\$ 152,040	\$ 144,650	\$ 157,086	\$ 7,390
Gross Margin	\$ 184,044	\$ 190,782	\$ (6,738)	\$ 1,616,394	\$ 1,667,026	\$ 1,533,469	\$ (50,632)
Total Payroll	\$ 111,565	\$ 108,347	\$ 3,218	\$ 842,493	\$ 847,918	\$ 778,788	\$ (5,425)
Total Operating Expenses	\$ 74,810	\$ 82,241	\$ (7,431)	\$ 502,494	\$ 587,447	\$ 590,955	\$ (84,953)
EBITDA	\$ (2,331)	\$ 194	\$ (2,525)	\$ 271,407	\$ 231,661	\$ 163,726	\$ 39,746
Other Expenses	\$ 6,886	\$ 6,886	\$ -	\$ 54,987	\$ 54,989	\$ 53,405	\$ (2)
Management Fee	\$ 6,790	\$ 6,790	\$ -	\$ 54,318	\$ 54,320	\$ 52,736	\$ (2)
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -	\$ 669	\$ 669	\$ 669	\$ -
Net Cash From Ops	\$ (9,217)	\$ (6,692)	\$ (2,525)	\$ 216,420	\$ 176,672	\$ 110,321	\$ 39,748
Rounds							
Total Rounds	4,152	4,376	(224)	34,838	36,046	34,920	(1,208)
Paid Rounds	3,470	3,691	(221)	29,109	30,898	29,878	(1,789)
Avg. GF/CF Total rounds	\$37.91	\$37.71	\$ 0.20	\$41.27	\$41.40	\$39.00	\$ (0.14)
Avg. GF/CF Paid rounds	\$45.37	\$44.71	\$ 0.65	\$49.39	\$48.30	\$45.58	\$ 1.09
Avg. Merchandise/round	\$8.45	\$7.64	\$ 0.80	\$7.02	\$6.67	\$7.18	\$ 0.35

Overview:

May ushered in some much-needed rainfall, even if it was at the expense of some golf. With 6.45" of recorded rainfall and the average high temperature of 88°, we lost 3 days of golf and 2 other days were significantly affected. Total revenues came in at \$204.9K, under budget by \$5.6K. We played 4,152 total rounds to a budget of 4,376, under budget by 224 rounds.

- Total Payroll for the month was \$111.6K, \$3.2K over budget, as we staffed up for many busy days and tournament days.
- Total Operating Expenses were \$74.8K, under by \$7.4K.
- Rounds were under budget by 224 rounds, and under prior year by 149 rounds.
- EBITDA and Net Income projections realized a loss of \$2.5K.

Weather:**Summary**

Temperature (°F)	Max	Average	Min	▲
Max Temperature	96	87.84	76	
Avg Temperature	83.42	77.8	72.29	
Min Temperature	74	68.94	61	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	78	68	47	
Precipitation (in)	Max	Average	Min	Sum ▲
Precipitation	1.20	0.21	0.00	6.45
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲
Wind	35	5.89	0	
Gust Wind	47	2.47	0	
Sea Level Pressure (in)	Max	Average	Min	▲

CAPEX Projects:

- Our planned bunker renovation is down to 2 bidders and we hope to secure a solid contractor for the Fall of 2025.
- We are currently working with the City to obtain our 3rd utility cart for Darren and a new range picker cart and assembly.
- Heading into 2026, we are looking to expand teeing grounds on the course and install an artificial tee line at the back of the range.

Tee Sheet Activity:

- There were 4,152 total rounds for the month which included 3,470 paid rounds, 444 Annual Pass rounds and 238 other rounds. These numbers are 224 rounds under budget.
- The daily temperatures heated up for the most part in May, with many afternoon storms affecting play.
- Starters and Players Assistants earned a 9.4 Staff Experience rating in May.

MAY 2025 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,470	3,691	3,726	29,109	30,898	29,878
ANNUAL	444	497	322	3,678	3,176	2,946
OTHER	238	188	253	2,051	1,972	2,096
TOTAL ROUNDS	4,152	4,376	4,301	34,838	36,046	34,920

Course & Grounds

- The golf course continues to improve and the greens are rolling true. The only stress currently can be seen a some of our smaller tee box complexes.
- We completed our first run with our Ninja tines and the process went great, with little down time. While we were pleased with the outcome, but we will be pulling a little bigger core in June to achieve more soil disruption.
- The Golf Course Conditions Satisfaction rating for May came in at 9.1, (down .2 from prior month). We received plenty of much needed rainfall, but some wet, cart path only conditions most likely kept this rating from being higher.

Golf Operations

- We generated \$35.1K in Golf Shop sales (\$1.6K over budget). Our COGS (68%) were right on budget. The daily/monthly raffles keep the community engaged and functions as a constant pipeline for merchandise turnover.
- Cart revenue (\$67.1K) was \$5.1K over budget.
- Range revenue came in at \$9K, over budget by \$400.
- Golf instruction (\$3,170) was over budget by \$400. The Saturday clinics continue to produce solid participation, with 6-10 students each Saturday.
- The MGA and the WGA continued their league play in May. The MGA averaged 50 players in May, the WGA 18-holers, about 15, and the WGA 9-holers averaged 8 players.
- May was a decent month for tournament/group outing activity. We hosted three Fundraiser scrambles, a Florida Junior Tour event, and several smaller outings and leagues. With 445 total tournament/outing players, we generated \$21.8K in revenue and rave reviews from the participants.

Marketing and Sales:

- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- We have marketed a Summer Golf Pack, which offers a discount when purchasing 20 rounds. We have sold 12 of these to date.
- We have a full pipeline of tournaments that stretches into June. All availability is in July and beyond at this point.

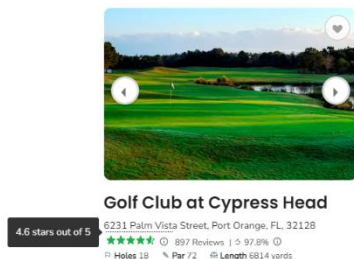
- We are currently in the voting process for the 2025 “Best of Daytona” with regards to both the Public and Private Golf Course categories.
- We celebrated Patriot Golf Day on Memorial Day weekend by collecting donations for the Folds of Honor. Jeff, Dylan, and Kevin played in the HERO100 golf marathon, where they played 100 holes for charity. In all, \$3,500 was raised for the Folds of Honor.
- We have a full schedule of emails with approximately 26,215 unique e-mail addresses (+386 from prior month). Our Facebook followers are at 1,700 (up 11) and Instagram is up to 589 (up 2) followers.
- Nightly surveys continued to be strong in May, highlighted by 86 surveys being submitted and an NPS of 89.5. (Please see table).

	Last Month (May)					Total
	Week of 04/27	Week of 05/04	Week of 05/11	Week of 05/18	Week of 05/25	
# of responses	8	22	15	21	20	86
Net Promoter Score						
Property NPS	87.5	90.9	86.7	95.2	85.0	89.5
Main Score	87.5	90.9	86.7	95.2	85.0	89.5
Key Metrics						
Likelihood to Return	100.0	100.0	93.3	90.5	80.0	91.9
Overall Experience Satisfaction	9.5	9.3	9.3	9.6	9.1	9.3
Service Satisfaction	9.6	9.7	9.9	9.9	9.4	9.7
Value Perception	9.6	9.3	9.3	9.6	9.0	9.3

Google



GolfAdvisor



SUMMARY:

May was a good month, but the much-needed rainfall negatively affected our revenues. With 7" of recorded rainfall, our ponds returned to normal levels and the golf course absorbed it well. The golf course has greened up nicely, and garnered a 9.1 satisfaction rating for May.

Passholder play continues to increase as we realized a 38% growth in passholder rounds in May YOY. Our new passholder interest continues to be a combination of new residents, Venetian Bay residents, and Sugar Mill members. Their satisfaction seems very high since joining Cypress Head.

Looking forward to June, we have many more events planned, including fundraisers, junior events, and qualifiers. We look forward to hosting the Drive, Chip, and Putt qualifier on June 23rd. We will be focused on our KemperSports initiative to "Make Golf Cool". This initiative will center on Player Development and growing the game with many junior camps and clinics. We will continue to drive rounds with our Golf Summer Pak and anticipate a growth in Junior Golf due to the growing popularity of Youth on Course.

Our team continues to compliment the excellent golf with "Best in Class" service to the residents and guests of Port Orange. Where our community outreach is concerned, we are preparing the property for Mayor Scott Stiltner to have a wonderful Mayor's Golf Invitational on June 14. We look forward to continue to make Cypress Head Golf Club better in every way possible in the weeks and months ahead.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

	5/31/2025	9/30/2024	5/31/2024
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	482,227	305,463	398,251
Cash - Payroll	45,222	30,096	29,703
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	528,798	336,909	429,304
Accounts Receivable			
A/R Member	8,350	1,543	1,631
Total Accounts Recievable	8,350	1,543	1,631
Other Current Assets			
Inventory - Merchandise	128,029	105,046	129,234
Prepaid Insurance	9,310	48,286	8,442
Prepaid Exp - Other	10,332	11,397	11,588
Total Other Current Assets	147,671	164,729	149,265
TOTAL CURRENT ASSETS	684,820	503,180	580,199
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(34,172)	(33,407)	(33,025)
TOTAL PROPERTY, PLANT AND EQUIPMENT	1,976	2,741	3,123
TOTAL ASSETS	686,796	505,921	583,322

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

	<u>5/31/2025</u>	<u>9/30/2024</u>	<u>5/31/2024</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	61,833	44,253	65,767
Accts Pay - Other	185,905	202,954	209,896
Accrued Expenses	0	1,097	5,653
Accrued Payroll	67,772	49,798	49,915
Accrued Taxes	11,363	8,452	11,257
Deferred Revenue	144,595	199,364	130,606
TOTAL CURRENT LIABILITIES	471,468	505,918	473,094
TOTAL LIABILITIES	471,468	505,918	473,094
STOCKHOLDER'S EQUITY			
Retained Earnings	215,328	3	110,228
Net Retained Earnings	215,328	3	110,228
Stockholders Equity	215,328	3	110,228
TOTAL STOCKHOLDER'S EQUITY	215,328	3	110,228
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	686,796	505,921	583,322

**The Golf Club at Cypress Head
Course Cash Flow Report
Saturday, May 31, 2025**

	May	YTD
EBITDA	(\$2,331.03)	\$270,407.85
Management Fee Expense	(6,789.76)	(54,318.08)
Depreciation & Amortization	(95.53)	(764.24)
Net Income	(9,216.32)	215,325.53
Working Capital Changes		
Inventory	(519.23)	(22,983.39)
Receivables	(3,012.56)	(6,807.45)
Payables	(35,350.13)	17,580.19
Due to from the City		(17,049.35)
Prepays	28,671.18	40,040.62
Accrued Liabilities	7,350.78	19,787.66
Other Liabilities	(8,346.51)	(54,768.71)
Depreciation & Amortization	95.53	764.24
Operating Cash Flow	(20,327.26)	191,889.34
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	(20,327.26)	191,889.34
Beginning Cash	549,125.46	336,908.86
Net Cash Flows	(20,327.26)	191,889.34
Ending Cash	528,798.20	528,798.20

The Golf Club at Cypress Head
Comparative Income Statement
For the Eight Months Ending Saturday, May 31, 2025

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	160,539	1,361,856	1,856,064	73.%	157,420	1,437,642	1,963,221	73.%
Merchandise	27,606	224,554	340,345	66.%	30,615	216,384	312,000	69.%
Other Pro Shop	2,763	26,018	33,412	78.%	4,459	28,270	44,319	64.%
Range	10,114	50,962	76,236	67.%	9,041	57,641	80,609	72.%
Other Operating Revenues	3,317	27,166	37,803	72.%	3,374	28,497	38,951	73.%
TOTAL REVENUE	204,340	1,690,556	2,343,861	72.%	204,910	1,768,434	2,439,100	73.%
COST OF SALES								
Merchandise	22,918	157,086	239,469	66.%	20,866	152,040	213,650	71.%
TOTAL COGS	22,918	157,086	239,469	66.%	20,866	152,040	213,650	71.%
COGS - Merchandise %	83.%	70.%	70.%	100.%	68.%	70.%	68.%	103.%
PAYROLL								
Course and Grounds	44,539	326,642	503,726	65.%	48,402	381,909	561,966	68.%
Carts, Range, Starters, Etc.	18,376	131,121	185,868	71.%	19,139	136,068	221,847	61.%
Pro Shop	14,896	110,790	165,760	67.%	16,016	109,628	177,463	62.%
General and Administrative	18,693	145,609	222,831	65.%	18,778	147,608	216,683	68.%
Marketing	8,851	64,626	99,247	65.%	9,230	68,280	97,743	70.%
TOTAL PAYROLL	105,355	778,788	1,177,432	66.%	111,565	843,493	1,275,702	66.%
OPERATING EXPENSES								
Course and Grounds	44,866	241,747	341,945	71.%	36,569	179,488	374,055	48.%
Carts, Range, Starters, Etc.	8,191	71,393	107,026	67.%	1,143	13,652	105,917	13.%
Pro Shop	63	18,758	20,918	90.%	4,031	16,046	16,490	97.%
General and Administrative	28,028	244,830	363,322	67.%	30,083	280,845	336,073	84.%
Marketing	1,571	14,227	20,436	70.%	2,983	12,463	26,000	48.%
TOTAL OPERATING EXPENSES	82,718	590,955	853,647	69.%	74,810	502,494	858,535	59.%
TOTAL EXPENSES	210,991	1,526,830	2,270,548	67.%	207,241	1,498,026	2,347,887	64.%

**The Golf Club at Cypress Head
Comparative Income Statement
For the Eight Months Ending Saturday, May 31, 2025**

	MTD	YTD	Audited	Percent		MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total		Actual	Actual	Budget	of Total
OTHER INCOME (EXPENSE)									
MANAGEMENT FEES	(6,592)	(52,736)	(79,104)	67.%		(6,790)	(54,318)	(81,480)	67.%
Depreciation & Amortization	(96)	(764)	(1,146)	67.%		(96)	(764)	(1,146)	67.%
TOTAL OTHER INCOME (EXPENSE)	(6,688)	(53,500)	(80,250)	67.%		(6,885)	(55,082)	(82,626)	67.%
NET INCOME	(13,339)	110,226	(6,938)	(1589.%)		(9,216)	215,326	8,587	2508.%
Paid Rounds	3,726	29,878	169,535	18.%		3,470	29,109	41,475	70.%
Annual Pass Rounds	322	2,946	16,873	17.%		444	3,678	4,907	75.%
Other Rounds	253	2,096	11,904	18.%		238	2,051	2,739	75.%
Total Rounds	4,301	34,920	198,312	18.%		4,152	34,838	49,121	71.%
Revenue/Paid Rounds	55	57	14	409.%		59	61	59	103.%
Revenue/Total Rounds	48	48	12	410.%		49	51	50	102.%

The Golf Club at Cypress Head
 Summary of All Units
 For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
90,275	103,020	88.%	101,712	89.%	Green Fees	894,600	976,906	92.%	872,027	103.%	1,259,601	1,197,541
67,145	62,010	108.%	58,827	114.%	Cart Fee	543,042	515,456	105.%	489,828	111.%	703,621	734,310
30,615	29,000	106.%	27,606	111.%	Merchandise	216,384	212,000	102.%	224,554	96.%	312,000	332,175
30	850	4.%	60	50.%	Handicap Fee	6,495	7,380	88.%	6,505	100.%	7,700	6,835
3,170	2,800	113.%	1,405	226.%	Lessons	11,661	13,600	86.%	11,360	103.%	26,850	14,481
1,259	800	157.%	1,298	97.%	Rental Clubs	10,114	7,469	135.%	8,153	124.%	9,769	14,348
9,041	8,623	105.%	10,114	89.%	Range	57,641	51,534	112.%	50,962	113.%	80,609	82,916
3,374	3,399	99.%	3,317	102.%	City Surcharge R & R	28,497	27,331	104.%	27,166	105.%	38,951	39,134
204,910	210,502	97.%	204,340	100.%	Total Revenues	1,768,434	1,811,676	98.%	1,690,556	105.%	2,439,100	2,421,739
COST OF GOODS SOLD												
20,866	19,720	106.%	22,918	91.%	COGS - Merchandise	152,040	144,650	105.%	157,086	97.%	213,650	234,422
20,866	19,720	106.%	22,918	91.%	Total COGS	152,040	144,650	105.%	157,086	97.%	213,650	234,422
184,044	190,782	96.%	181,422	101.%	GROSS MARGIN	1,616,395	1,667,026	97.%	1,533,469	105.%	2,225,450	2,187,317
68.%	68.%	100.%	83.%	82.%	COGS - Merchandise %	70.%	68.%	103.%	70.%	100.%	68.%	828.%
PAYROLL												
40,008	36,614	109.%	38,718	103.%	Gross Payroll - Salaried	304,645	292,914	104.%	294,722	103.%	439,372	459,742
55,475	55,548	100.%	50,957	109.%	Gross Payroll - Hourly	413,012	429,108	96.%	363,864	114.%	646,520	597,144
95,483	92,162	104.%	89,675	106.%	S/T Wages	717,658	722,022	99.%	658,586	109.%	1,085,892	1,056,886
7,125	7,050	101.%	6,567	108.%	Payroll Tax - FICA	53,511	55,235	97.%	49,962	107.%	83,071	78,216
186	273	68.%	180	103.%	Payroll Tax - UC	1,965	2,179	90.%	2,235	88.%	2,873	2,418
1,453	1,048	139.%	2,228	65.%	Payroll Tax - WC	11,834	7,967	149.%	13,079	90.%	12,105	17,855
7,319	7,813	94.%	6,706	109.%	Benefits	58,525	60,515	97.%	54,927	107.%	91,762	86,762
16,082	16,185	99.%	15,681	103.%	S/T Adders	125,835	125,896	100.%	120,202	105.%	189,810	185,252
111,565	108,347	103.%	105,355	106.%	TOTAL PAYROLL	843,493	847,918	99.%	778,788	108.%	1,275,702	1,242,137
OPERATING EXPENSES												
57	0	0.%	26	219.%	Cart Supplies	332	400	83.%	429	77.%	450	391
584	800	73.%	517	113.%	Chemicals	8,188	6,400	128.%	5,209	157.%	9,600	10,477
1,174	0	0.%	1,747	67.%	Course Accessories	5,439	2,400	227.%	3,815	143.%	5,600	6,304
2,937	5,000	59.%	0	0.%	Fertilizer	47,911	45,100	106.%	35,632	134.%	60,100	56,476
0	0	0.%	0	0.%	Flowers/Decor	0	1,400	0.%	60	0.%	2,100	77
1,458	2,100	69.%	2,160	67.%	Fuel	11,813	12,600	94.%	11,367	104.%	21,100	19,149
0	0	0.%	0	0.%	Fungicides	4,684	4,600	102.%	4,714	99.%	6,600	6,537
10,659	9,000	118.%	11,630	92.%	Herbicides	22,419	25,900	87.%	32,189	70.%	35,900	25,851
9,436	8,000	118.%	1,062	888.%	Insecticides	8,513	9,200	93.%	7,952	107.%	12,800	9,196
317	200	158.%	94	336.%	Janitorial Supplies	4,390	2,500	176.%	3,476	126.%	3,600	5,717
43	0	0.%	0	0.%	Laundry/Uniforms	223	575	39.%	42	538.%	575	223
402	250	161.%	775	52.%	Office Supplies	4,199	3,350	125.%	4,119	102.%	4,450	6,145
70	0	0.%	0	0.%	Printing	1,419	2,900	49.%	1,643	86.%	3,100	2,284
0	0	0.%	0	0.%	Range Balls	3,625	3,250	112.%	3,250	112.%	6,500	7,250
0	0	0.%	0	0.%	Range Equipment	1,111	400	278.%	1,382	80.%	1,000	1,111
0	0	0.%	319	0.%	Range Expenses	1,239	1,375	90.%	1,501	83.%	2,175	1,556
1,408	3,500	40.%	3,023	47.%	Sand/Topdress	8,480	10,000	85.%	7,320	116.%	15,000	14,624
250	0	0.%	1,900	13.%	Seeds/Trees	8,436	6,400	132.%	5,420	156.%	7,900	8,436
509	0	0.%	285	179.%	Small Tools	1,173	1,200	98.%	325	361.%	1,800	1,214
0	0	0.%	0	0.%	Staff/Volunteer Uniforms	0	0	0.%	0	0.%	0	314
613	350	175.%	0	0.%	Supplies	3,435	2,710	127.%	5,287	65.%	3,240	3,838
330	0	0.%	63	525.%	Tournament Expense	701	2,650	26.%	4,693	15.%	3,050	1,124
142	150	95.%	142	100.%	Alarm System	1,548	1,300	119.%	1,286	120.%	1,900	2,430
0	0	0.%	0	0.%	Cart Repairs	1,366	250	546.%	107	1278.%	750	1,603
1,472	1,150	128.%	2,573	57.%	Computer Service	17,552	9,200	191.%	13,814	127.%	13,800	26,024
1,000	1,100	91.%	1,000	100.%	Contract Cleaning	8,000	8,800	91.%	8,075	99.%	13,200	12,000
587	50	1174.%	122	483.%	Guest Relations	12,230	2,260	541.%	5,714	214.%	2,360	12,707
0	0	0.%	0	0.%	Handicap Expense	6,122	6,400	96.%	6,412	95.%	6,850	6,825
882	540	163.%	1,491	59.%	Irrigation	7,472	4,320	173.%	4,456	168.%	6,480	9,293
3,500	0	0.%	0	0.%	Lesson Expense	5,000	600	833.%	583	857.%	1,200	5,000
0	0	0.%	0	0.%	Pest Control	0	0	0.%	18	0.%	0	0
0	0	0.%	468	0.%	Repair & Maint - Paths	838	4,000	21.%	3,516	24.%	4,000	1,062
3,121	2,450	127.%	4,237	74.%	Repair & Maint - Equipment	26,300	19,500	135.%	20,454	129.%	29,900	39,314
(251)	400	(63.%)	602	(42.%)	Repair & Maint - Building	8,288	3,200	259.%	8,028	103.%	4,800	10,843

The Golf Club at Cypress Head
 Summary of All Units
 For the Eight Months Ending Saturday, May 31, 2025

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	57,128	0.0%	57,128	0.0%	85,692	28,564
185	9,945	2.2%	10,500	2.2%	Equipment Lease	1,480	79,560	2.2%	80,670	2.2%	119,340	42,656
206	206	100.0%	206	100.0%	Off-Site Storage	1,442	1,648	88.8%	1,648	88.8%	2,472	2,266
903	950	95.5%	948	95.5%	Utilities - Electric	7,365	7,600	97.7%	7,699	96.6%	11,400	11,205
5,630	3,800	148.8%	5,516	102.2%	Utilities - Other	35,844	30,400	118.2%	32,305	111.3%	45,600	55,270
184	200	92.0%	199	92.0%	Utilities - Telephone/Fax	1,222	1,600	76.4%	1,592	77.7%	2,400	2,009
256	225	114.4%	279	92.0%	Utilities - Water	2,566	1,800	143.1%	2,220	116.6%	3,723	3,723
370	0	0.0%	620	60.0%	Adv/Promo - Organizations	1,575	1,765	89.3%	620	254.5%	2,000	2,095
600	85	706.8%	0	0.0%	Adv/Promo - Promotional	942	660	143.0%	0	0.0%	1,000	1,165
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	0	0.0%	0	0.0%	Adv/Promo - Direct Mail	4,328	2,000	216.4%	0	0.0%	3,000	4,328
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	500	0.0%	0	0.0%	500	0
694	500	139.2%	451	154.5%	Adv/Promo - Mktg/Bus Dev	2,799	4,000	70.0%	13,107	21.0%	6,000	4,157
0	0	0.0%	0	0.0%	Adv/Promo - Radio/TV	0	3,700	0.0%	0	0.0%	5,000	1,158
1,319	600	220.0%	500	264.0%	Adv/Promo - Website	2,819	5,200	54.2%	500	564.0%	8,000	5,069
414	350	118.8%	43	954.0%	Bank Charges	3,422	2,900	118.0%	2,489	137.7%	4,200	4,874
(120)	0	0.0%	(62)	193.0%	Cash Short/(Over)	(200)	0	0.0%	(997)	20.0%	0	(301)
240	330	73.0%	240	100.0%	Cell Phone	1,920	2,640	73.1%	1,920	100.0%	3,960	2,880
3,374	3,399	99.5%	3,317	102.2%	City Surcharge R & R	28,497	27,331	104.3%	27,166	105.5%	38,951	39,134
7,778	5,000	156.0%	6,333	123.0%	Credit Card Discounts	51,585	40,000	129.0%	43,239	119.0%	60,000	68,650
515	0	0.0%	(2,453)	(21.0%)	Donations	92	0	0.0%	(2,503)	(4.0%)	0	2,595
0	0	0.0%	0	0.0%	Dues & Subscriptions	460	540	85.2%	540	85.2%	1,140	2,456
23	0	0.0%	0	0.0%	Education & Training	105	625	17.0%	1,142	9.0%	785	325
872	200	436.0%	1,122	78.0%	Employee Relations	7,090	6,200	114.4%	9,207	77.0%	6,550	7,688
127	0	0.0%	4	2875.0%	Employee Testing	212	100	212.0%	93	228.0%	200	344
9,985	10,200	98.0%	9,213	108.0%	Insurance Expense	79,878	81,600	98.0%	73,707	108.0%	122,400	118,950
51	500	10.0%	600	8.0%	Member Relations	3,339	700	477.0%	956	349.0%	900	3,559
0	0	0.0%	0	0.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
0	3,000	0.0%	3,000	0.0%	O/S - Other	0	3,000	0.0%	3,000	0.0%	6,000	3,000
372	450	83.0%	522	71.0%	Payroll Processing Fee	3,612	3,850	94.0%	4,082	88.0%	5,650	5,679
136	100	136.0%	146	93.0%	Postage/Shipping	1,409	700	201.0%	1,205	117.0%	1,100	1,932
(30)	(30)	100.0%	(30)	100.0%	Tax/Licenses/Fees	710	(240)	(296.0%)	(240)	(296.0%)	(285)	780
27	50	54.0%	125	22.0%	Travel - Other	3,660	1,800	203.0%	3,670	100.0%	2,000	4,466
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
74,810	82,241	91.0%	82,718	90.0%	TOTAL OPERATING EXPENSES	502,494	587,447	86.0%	590,955	85.0%	858,535	765,186
(2,331)	194	(1204.0%)	(6,652)	35.0%	EBITDA	270,408	231,661	117.0%	163,726	165.0%	91,213	179,994
6,790	6,790	100.0%	6,592	103.0%	Management Fee	54,318	54,320	100.0%	52,736	103.0%	81,480	80,686
6,790	6,790	100.0%	6,592	103.0%	Management Fees	54,318	54,320	100.0%	52,736	103.0%	81,480	80,686
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	185	185	100.0%	185	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	579	579	100.0%	579	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	764	764	100.0%	764	100.0%	1,146	1,146
(9,216)	(6,692)	138.0%	(13,339)	69.0%	NET INCOME	215,326	176,576	122.0%	110,226	195.0%	8,587	98,161

The Golf Club at Cypress Head
Course Grounds
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
90,275	103,020	88.%	101,712	89.%	Green Fees	894,600	976,906	92.%	872,027	103.%	1,259,601	1,197,541
3,374	3,399	99.%	3,317	102.2%	City Surcharge R & R	28,497	27,331	104.4%	27,166	105.5%	38,951	39,134
93,649	106,419	88.%	105,029	89.%	Total Revenues	923,097	1,004,237	92.2%	899,194	103.3%	1,298,552	1,236,674
93,649	106,419	88.%	105,029	89.%	GROSS MARGIN	923,097	1,004,237	92.2%	899,194	103.3%	1,298,552	1,236,674
PAYROLL												
12,168	11,720	104.4%	11,628	105.5%	Gross Payroll - Salaried	94,878	93,758	101.1%	91,781	103.3%	140,637	141,713
29,648	28,772	103.3%	26,598	111.1%	Gross Payroll - Hourly	233,814	225,198	104.4%	186,833	125.5%	338,431	339,068
41,816	40,492	103.3%	38,227	109.5%	S/T Wages	328,692	318,955	103.3%	278,613	118.8%	479,068	480,782
3,081	3,098	99.4%	2,801	110.0%	Payroll Tax - FICA	24,395	24,400	100.0%	20,611	118.8%	36,649	35,653
31	56	56.0%	49	64.4%	Payroll Tax - UC	810	825	98.8%	772	105.5%	862	869
630	460	137.0%	914	69.0%	Payroll Tax - WC	5,371	3,520	153.3%	5,319	101.1%	5,340	7,823
2,844	3,410	83.4%	2,548	112.0%	Benefits	22,641	26,408	86.0%	21,327	106.0%	40,047	33,867
6,586	7,024	94.0%	6,313	104.4%	S/T Adders	53,217	55,152	96.6%	48,029	111.1%	82,898	78,211
48,402	47,516	102.2%	44,539	109.9%	TOTAL PAYROLL	381,909	374,108	102.2%	326,642	117.7%	561,966	558,993
OPERATING EXPENSES												
584	800	73.0%	517	113.0%	Chemicals	8,188	6,400	128.0%	5,209	157.0%	9,600	10,477
1,174	0	0.0%	1,747	67.0%	Course Accessories	5,439	2,400	227.0%	3,815	143.0%	5,600	6,304
2,937	5,000	59.0%	0	0.0%	Fertilizer	47,911	45,100	106.6%	35,632	134.0%	60,100	56,476
0	0	0.0%	0	0.0%	Flowers/Decor	0	1,400	0.0%	60	0.0%	2,100	77
1,458	2,100	69.0%	2,160	67.0%	Fuel	11,813	12,600	94.0%	11,367	104.0%	21,100	19,149
0	0	0.0%	0	0.0%	Fungicides	4,684	4,600	102.0%	4,714	99.0%	6,600	6,537
10,659	9,000	118.0%	11,630	92.0%	Herbicides	22,419	25,900	87.0%	32,189	70.0%	35,900	25,851
9,436	8,000	118.0%	1,062	888.0%	Insecticides	8,513	9,200	93.0%	7,952	107.0%	12,800	9,196
1,408	3,500	40.0%	3,023	47.0%	Sand/Topdress	8,480	10,000	85.0%	7,320	116.0%	15,000	14,624
250	0	0.0%	1,900	13.0%	Seeds/Trees	8,436	6,400	132.0%	5,420	156.0%	7,900	8,436
509	0	0.0%	285	179.0%	Small Tools	1,173	1,200	98.0%	325	361.0%	1,800	1,214
0	0	0.0%	0	0.0%	Staff/Volunteer Uniforms	0	0	0.0%	0	0.0%	0	314
882	540	163.0%	1,491	59.0%	Irrigation	7,472	4,320	173.0%	4,456	168.0%	6,480	9,293
0	0	0.0%	468	0.0%	Repair & Maint - Paths	838	4,000	21.0%	3,516	24.0%	4,000	1,062
3,121	2,300	136.0%	3,098	101.0%	Repair & Maint - Equipment	17,442	18,400	95.0%	14,450	121.0%	27,600	28,231
0	200	0.0%	0	0.0%	Repair & Maint - Building	2,017	1,600	126.0%	1,380	146.0%	2,400	2,017
185	9,945	2.0%	10,500	2.0%	Equipment Lease	1,480	79,560	2.0%	80,670	2.0%	119,340	42,656
228	300	76.0%	264	86.0%	Utilities - Electric	1,921	2,400	80.0%	2,118	91.0%	3,600	3,164
3,356	1,800	186.0%	3,237	104.0%	Utilities - Other	16,851	14,400	117.0%	14,565	116.0%	21,600	25,698
256	225	114.0%	279	92.0%	Utilities - Water	2,566	1,800	143.0%	2,220	116.0%	2,700	3,723
0	0	0.0%	0	0.0%	Education & Training	82	625	13.0%	540	15.0%	785	82
0	150	0.0%	198	0.0%	Employee Relations	835	700	119.0%	734	114.0%	850	852
127	0	0.0%	4	2875.0%	Employee Testing	212	100	212.0%	93	228.0%	200	344
0	3,000	0.0%	3,000	0.0%	O/S - Other	0	3,000	0.0%	3,000	0.0%	6,000	3,000
0	0	0.0%	0	0.0%	Tax/Licenses/Fees	715	0	0.0%	0	0.0%	0	905
36,569	46,860	78.0%	44,866	82.0%	TOTAL OPERATING EXPENSES	179,488	256,105	70.0%	241,747	74.0%	374,055	279,685
8,678	12,043	72.0%	15,624	56.0%	EBITDA	361,700	374,024	97.0%	330,805	109.0%	362,531	397,996
8,678	12,043	72.0%	15,624	56.0%	NET INCOME	361,700	374,024	97.0%	330,805	109.0%	362,531	397,996

The Golf Club at Cypress Head
Carts
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
67,145	62,010	108.%	58,827	114.%	Cart Fee	543,042	515,456	105.%	489,828	111.%	703,621	734,310
67,145	62,010	108.%	58,827	114.%	Total Revenues	543,042	515,456	105.%	489,828	111.%	703,621	734,310
67,145	62,010	108.%	58,827	114.%	GROSS MARGIN	543,042	515,456	105.%	489,828	111.%	703,621	734,310
PAYROLL												
17,333	17,847	97.%	16,441	105.%	Gross Payroll - Hourly	123,510	133,926	92.%	118,462	104.%	202,577	173,040
17,333	17,847	97.%	16,441	105.%	S/T Wages	123,510	133,926	92.%	118,462	104.%	202,577	173,040
1,387	1,365	102.%	1,292	107.%	Payroll Tax - FICA	9,622	10,245	94.%	9,276	104.%	15,497	13,558
123	157	78.%	182	68.%	Payroll Tax - UC	736	738	100.%	938	78.%	1,191	1,030
278	203	137.%	433	64.%	Payroll Tax - WC	2,004	1,478	136.%	2,307	87.%	2,259	2,881
18	27	67.%	27	67.%	Benefits	196	214	91.%	138	142.%	322	306
1,807	1,753	103.%	1,935	93.%	S/T Adders	12,557	12,676	99.%	12,659	99.%	19,269	17,774
19,139	19,600	98.%	18,376	104.%	TOTAL PAYROLL	136,068	146,601	93.%	131,121	104.%	221,847	190,814
OPERATING EXPENSES												
57	0	0.0%	26	219.0%	Cart Supplies	332	400	83.0%	429	77.0%	450	391
411	250	164.0%	0	0.0%	Supplies	512	700	73.0%	462	111.0%	950	746
0	0	0.0%	0	0.0%	Cart Repairs	1,366	250	546.0%	107	1278.0%	750	1,603
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	57,128	0.0%	57,128	0.0%	85,692	28,564
674	650	104.0%	684	99.0%	Utilities - Electric	5,444	5,200	105.0%	5,581	98.0%	7,800	8,041
1,143	8,041	14.0%	7,851	15.0%	TOTAL OPERATING EXPENSES	7,654	63,678	12.0%	63,706	12.0%	95,642	39,345
46,863	34,369	136.0%	32,600	144.0%	EBITDA	399,321	305,177	131.0%	295,001	135.0%	386,132	504,150
46,863	34,369	136.0%	32,600	144.0%	NET INCOME	399,321	305,177	131.0%	295,001	135.0%	386,132	504,150

The Golf Club at Cypress Head
Range
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
9,041	8,623	105.%	10,114	89.%	Range	57,641	51,534	112.%	50,962	113.%	80,609	82,916
9,041	8,623	105.%	10,114	89.%	Total Revenues	57,641	51,534	112.%	50,962	113.%	80,609	82,916
9,041	8,623	105.%	10,114	89.%	GROSS MARGIN	57,641	51,534	112.%	50,962	113.%	80,609	82,916
					OPERATING EXPENSES							
0	0	0.0%	0	0.0%	Range Balls	3,625	3,250	112.%	3,250	112.%	6,500	7,250
0	0	0.0%	0	0.0%	Range Equipment	1,111	400	278.0%	1,382	80.0%	1,000	1,111
0	0	0.0%	319	0.0%	Range Expenses	1,239	1,375	90.0%	1,501	83.0%	2,175	1,556
0	50	0.0%	21	0.0%	Repair & Maint - Equipment	23	400	6.0%	1,553	2.0%	600	23
0	50	0.0%	340	0.0%	TOTAL OPERATING EXPENSES	5,998	5,425	111.0%	7,687	78.0%	10,275	9,940
9,041	8,573	105.0%	9,774	92.0%	EBITDA	51,643	46,109	112.0%	43,275	119.0%	70,334	72,975
9,041	8,573	105.0%	9,774	92.0%	NET INCOME	51,643	46,109	112.0%	43,275	119.0%	70,334	72,975

The Golf Club at Cypress Head
Golf Shop
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
30,615	29,000	106.%	27,606	111.%	Merchandise	216,384	212,000	102.%	224,554	96.%	312,000	332,175
30	850	4.%	60	50.%	Handicap Fee	6,495	7,380	88.%	6,505	100.%	7,700	6,835
3,170	2,800	113.%	1,405	226.%	Lessons	11,661	13,600	86.%	11,360	103.%	26,850	14,481
1,259	800	157.%	1,298	97.%	Rental Clubs	10,114	7,469	135.%	8,153	124.%	9,769	14,348
35,075	33,450	105.%	30,369	115.%	Total Revenues	244,654	240,449	102.%	250,572	98.%	356,319	367,839
COST OF GOODS SOLD												
20,866	19,720	106.%	22,918	91.%	COGS - Merchandise	152,040	144,650	105.%	157,086	97.%	213,650	234,422
20,866	19,720	106.%	22,918	91.%	Total COGS	152,040	144,650	105.%	157,086	97.%	213,650	234,422
14,209	13,730	103.%	7,451	191.%	GROSS MARGIN	92,614	95,799	97.%	93,486	99.%	142,669	133,417
68.%	68.%	100.%	83.%	82.%	COGS - Merchandise %	70.%	68.%	103.%	70.%	100.%	68.%	828.%
PAYROLL												
5,123	3,713	138.%	4,587	112.%	Gross Payroll - Salaried	35,682	29,705	120.%	34,607	103.%	44,558	51,873
8,296	8,755	95.%	7,750	107.%	Gross Payroll - Hourly	54,596	68,630	80.%	57,408	95.%	103,479	83,622
13,419	12,468	108.%	12,337	109.%	S/T Wages	90,279	98,335	92.%	92,016	98.%	148,036	135,496
1,012	954	106.%	908	111.%	Payroll Tax - FICA	6,680	7,523	89.%	6,748	99.%	11,325	10,210
31	51	60.%	66	46.%	Payroll Tax - UC	276	381	72.%	411	67.%	554	373
185	142	131.%	313	59.%	Payroll Tax - WC	1,457	1,085	134.%	1,801	81.%	1,650	2,769
1,369	1,354	101.%	1,273	108.%	Benefits	10,936	10,484	104.%	9,814	111.%	15,898	15,750
2,597	2,501	104.%	2,559	101.%	S/T Adders	19,349	19,472	99.%	18,774	103.%	29,427	29,103
16,016	14,969	107.%	14,896	108.%	TOTAL PAYROLL	109,628	117,808	93.%	110,790	99.%	177,463	164,598
OPERATING EXPENSES												
0	0	0.%	0	0.%	Printing	1,300	2,900	45.%	1,643	79.%	3,100	2,165
202	100	202.%	0	0.%	Supplies	2,923	2,010	145.%	4,825	61.%	2,290	3,092
330	0	0.%	63	525.%	Tournament Expense	701	2,650	26.%	4,693	15.%	3,050	1,124
0	0	0.%	0	0.%	Handicap Expense	6,122	6,400	96.%	6,412	95.%	6,850	6,825
3,500	0	0.%	0	0.%	Lesson Expense	5,000	600	833.%	583	857.%	1,200	5,000
0	0	0.%	0	0.%	Education & Training	0	0	0.%	602	0.%	0	0
4,031	100	4031.%	63	6414.%	TOTAL OPERATING EXPENSES	16,046	14,560	110.%	18,758	86.%	16,490	18,206
(5,839)	(1,339)	436.%	(7,508)	78.%	EBITDA	(33,059)	(36,569)	90.%	(36,062)	92.%	(51,284)	(49,387)
(5,839)	(1,339)	436.%	(7,508)	78.%	NET INCOME	(33,059)	(36,569)	90.%	(36,062)	92.%	(51,284)	(49,387)

The Golf Club at Cypress Head
G A
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
14,830	14,273	104.%	14,980	99.%	Gross Payroll - Salaried	116,206	114,185	102.%	113,224	103.%	171,277	178,662
198	173	115.%	168	118.%	Gross Payroll - Hourly	1,092	1,354	81.%	1,161	94.%	2,034	1,413
15,029	14,446	104.%	15,148	99.%	S/T Wages	117,298	115,539	102.%	114,385	103.%	173,311	180,075
1,070	1,105	97.%	1,018	105.%	Payroll Tax - FICA	8,555	8,839	97.%	9,259	92.%	13,258	12,496
1	2	45.%	(117)	(1.%)	Payroll Tax - UC	90	135	66.%	12	776.%	141	92
234	164	142.%	385	61.%	Payroll Tax - WC	2,031	1,275	159.%	2,576	79.%	1,932	2,959
2,445	2,386	102.%	2,259	108.%	Benefits	19,634	18,496	106.%	19,378	101.%	28,042	29,208
3,750	3,657	103.%	3,545	106.%	S/T Adders	30,310	28,745	105.%	31,225	97.%	43,373	44,755
18,778	18,103	104.%	18,693	100.%	TOTAL PAYROLL	147,608	144,283	102.%	145,609	101.%	216,683	224,830
OPERATING EXPENSES												
317	200	158.%	94	336.%	Janitorial Supplies	4,390	2,500	176.%	3,476	126.%	3,600	5,717
43	0	0.0%	0	0.0%	Laundry/Uniforms	223	575	39.%	42	538.%	575	223
402	250	161.%	775	52.%	Office Supplies	4,199	3,350	125.%	4,119	102.%	4,450	6,145
70	0	0.0%	0	0.0%	Printing	119	0	0.0%	0	0.0%	0	119
142	150	95.%	142	100.%	Alarm System	1,548	1,300	119.%	1,286	120.%	1,900	2,430
1,472	1,150	128.%	2,573	57.%	Computer Service	17,552	9,200	191.%	13,814	127.%	13,800	26,024
1,000	1,100	91.%	1,000	100.%	Contract Cleaning	8,000	8,800	91.%	8,075	99.%	13,200	12,000
587	50	1174.%	122	483.%	Guest Relations	12,230	2,260	541.%	5,714	214.%	2,360	12,707
0	0	0.0%	0	0.0%	Pest Control	0	0	0.0%	18	0.0%	0	0
0	100	0.0%	1,119	0.0%	Repair & Maint - Equipment	8,835	700	1262.%	4,451	199.%	1,700	11,059
(251)	200	(126.%)	602	(42.%)	Repair & Maint - Building	6,271	1,600	392.%	6,648	94.%	2,400	8,826
206	206	100.0%	206	100.0%	Off-Site Storage	1,442	1,648	88.%	1,648	88.%	2,472	2,266
2,274	2,000	114.%	2,279	100.0%	Utilities - Other	18,993	16,000	119.%	17,739	107.%	24,000	29,572
184	200	92.%	199	92.%	Utilities - Telephone/Fax	1,222	1,600	76.%	1,592	77.%	2,400	2,009
414	350	118.%	43	954.%	Bank Charges	3,422	2,900	118.%	2,489	137.%	4,200	4,874
(120)	0	0.0%	(62)	193.%	Cash Short(Over)	(200)	0	0.0%	(997)	20.0%	0	(301)
240	330	73.%	240	100.0%	Cell Phone	1,920	2,640	73.%	1,920	100.0%	3,960	2,880
3,374	3,399	99.%	3,317	102.%	City Surcharge R & R	28,497	27,331	104.%	27,166	105.%	38,951	39,134
7,778	5,000	156.%	6,333	123.%	Credit Card Discounts	51,585	40,000	129.%	43,239	119.%	60,000	68,650
515	0	0.0%	(2,453)	(21.%)	Donations	92	0	0.0%	(2,503)	(4.%)	0	2,595
0	0	0.0%	0	0.0%	Dues & Subscriptions	460	540	85.%	540	85.%	1,140	2,456
23	0	0.0%	0	0.0%	Education & Training	23	0	0.0%	0	0.0%	0	243
872	50	1744.%	924	94.%	Employee Relations	6,255	5,500	114.%	8,474	74.%	5,700	6,836
9,985	10,200	98.%	9,213	108.%	Insurance Expense	79,878	81,600	98.%	73,707	108.%	122,400	118,950
51	500	10.0%	600	8.0%	Member Relations	3,339	700	477.%	956	349.%	900	3,559
0	0	0.0%	0	0.0%	O/S - Accounting	11,875	12,500	95.%	12,500	95.%	17,500	18,375
372	450	83.%	522	71.%	Payroll Processing Fee	3,612	3,850	94.%	4,082	88.%	5,650	5,679
136	100	136.0%	146	93.0%	Postage/Shipping	1,409	700	201.0%	1,205	117.0%	1,100	1,932
(30)	(30)	100.0%	(30)	100.0%	Tax/Licenses/Fees	(5)	(240)	2.0%	(240)	2.0%	(285)	(125)
27	50	54.0%	125	22.0%	Travel - Other	3,660	1,800	203.0%	3,670	100.0%	2,000	4,466
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	0	0.0%	0	37
30,083	26,005	116.%	28,028	107.%	TOTAL OPERATING EXPENSES	280,845	229,354	122.%	244,830	115.%	336,073	399,337
(48,861)	(44,108)	111.%	(46,721)	105.%	EBITDA	(428,453)	(373,637)	115.%	(390,439)	110.%	(552,756)	(624,167)
6,790	6,790	100.0%	6,592	103.0%	Management Fee	54,318	54,320	100.0%	52,736	103.0%	81,480	80,686
6,790	6,790	100.0%	6,592	103.0%	Management Fees	54,318	54,320	100.0%	52,736	103.0%	81,480	80,686
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	185	185	100.0%	185	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	579	579	100.0%	579	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	764	764	100.0%	764	100.0%	1,146	1,146
(55,746)	(50,994)	109.%	(53,408)	104.%	NET INCOME	(483,536)	(428,722)	113.%	(443,939)	109.%	(635,383)	(706,000)

The Golf Club at Cypress Head
Marketing
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,887	6,908	114.%	7,522	105.%	Gross Payroll - Salaried	57,879	55,267	105.%	55,110	105.%	82,900	87,493
7,887	6,908	114.%	7,522	105.%	S/T Wages	57,879	55,267	105.%	55,110	105.%	82,900	87,493
575	528	109.%	548	105.%	Payroll Tax - FICA	4,259	4,228	101.%	4,068	105.%	6,342	6,299
0	8	0.0%	0	0.0%	Payroll Tax - UC	54	101	53.%	102	53.%	123	54
126	79	161.%	183	69.%	Payroll Tax - WC	971	610	159.%	1,075	90.%	924	1,423
642	635	101.%	598	107.%	Benefits	5,117	4,912	104.%	4,271	120.%	7,454	7,632
1,343	1,250	107.%	1,329	101.%	S/T Adders	10,401	9,851	106.%	9,515	109.%	14,843	15,408
9,230	8,159	113.%	8,851	104.%	TOTAL PAYROLL	68,280	65,118	105.%	64,626	106.%	97,743	102,901
OPERATING EXPENSES												
370	0	0.0%	620	60.0%	Adv/Promo - Organizations	1,575	1,765	89.%	620	254.%	2,000	2,095
600	85	706.%	0	0.0%	Adv/Promo - Promotional	942	660	143.%	0	0.0%	1,000	1,165
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	0	0.0%	0	0.0%	Adv/Promo - Direct Mail	4,328	2,000	216.%	0	0.0%	3,000	4,328
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	500	0.0%	0	0.0%	500	0
694	500	139.%	451	154.%	Adv/Promo - Mktg/Bus Dev	2,799	4,000	70.%	13,107	21.%	6,000	4,157
0	0	0.0%	0	0.0%	Adv/Promo - Radio/TV	0	3,700	0.0%	0	0.0%	5,000	1,158
1,319	600	220.%	500	264.%	Adv/Promo - Website	2,819	5,200	54.%	500	564.%	8,000	5,069
2,983	1,185	252.%	1,571	190.%	TOTAL OPERATING EXPENSES	12,463	18,325	68.%	14,227	88.%	26,000	18,672
(12,212)	(9,344)	131.%	(10,422)	117.%	EBITDA	(80,743)	(83,443)	97.%	(78,853)	102.%	(123,743)	(121,573)
(12,212)	(9,344)	131.%	(10,422)	117.%	NET INCOME	(80,743)	(83,443)	97.%	(78,853)	102.%	(123,743)	(121,573)

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
157,420	165,030	95.%	160,539	98.%	Green Fees & Cart Fees	1,437,642	1,492,362	96.%	1,361,856	106.%	1,963,221	1,931,851
30,615	29,000	106.%	27,606	111.%	Merchandise	216,384	212,000	102.%	224,554	96.%	312,000	332,175
4,459	4,450	100.%	2,763	161.%	Other Pro Shop	28,270	28,449	99.%	26,018	109.%	44,319	35,664
9,041	8,623	105.%	10,114	89.%	Range	57,641	51,534	112.%	50,962	113.%	80,609	82,916
3,374	3,399	99.%	3,317	102.%	Other Operating Revenues	28,497	27,331	104.%	27,166	105.%	38,951	39,134
204,910	210,502	97.%	204,340	100.%	TOTAL REVENUE	1,768,434	1,811,676	98.%	1,690,556	105.%	2,439,100	2,421,739
COST OF SALES												
20,866	19,720	106.%	22,918	91.%	Merchandise	152,040	144,650	105.%	157,086	97.%	213,650	234,422
20,866	19,720	106.%	22,918	91.%	TOTAL COGS	152,040	144,650	105.%	157,086	97.%	213,650	234,422
PAYROLL												
48,402	47,516	102.%	44,539	109.%	Course and Grounds	381,909	374,108	102.%	326,642	117.%	561,966	558,993
19,139	19,600	98.%	18,376	104.%	Carts, Range, Starters, Etc.	136,068	146,601	93.%	131,121	104.%	221,847	190,814
16,016	14,969	107.%	14,896	108.%	Pro Shop	109,628	117,808	93.%	110,790	99.%	177,463	164,598
18,778	18,103	104.%	18,693	100.%	General and Administrative	147,608	144,283	102.%	145,609	101.%	216,683	224,830
9,230	8,159	113.%	8,851	104.%	Marketing	68,280	65,118	105.%	64,626	106.%	97,743	102,901
111,565	108,347	103.%	105,355	106.%	TOTAL PAYROLL	843,493	847,918	99.%	778,788	108.%	1,275,702	1,242,137
OPERATING EXPENSES												
36,569	46,860	78.%	44,866	82.%	Course and Grounds	179,488	256,105	70.%	241,747	74.%	374,055	279,685
1,143	8,091	14.%	8,191	14.%	Carts, Range, Starters, Etc.	13,652	69,103	20.%	71,393	19.%	105,917	49,286
4,031	100	4031.%	63	6414.%	Pro Shop	16,046	14,560	110.%	18,758	86.%	16,490	18,206
30,083	26,005	116.%	28,028	107.%	General and Administrative	280,845	229,354	122.%	244,830	115.%	336,073	399,337
2,983	1,185	252.%	1,571	190.%	Marketing	12,463	18,325	68.%	14,227	88.%	26,000	18,672
74,810	82,241	91.%	82,718	90.%	TOTAL OPERATING EXPENSES	502,494	587,447	86.%	590,955	85.%	858,535	765,186
207,241	210,308	99.%	210,991	98.%	TOTAL EXPENSES	1,498,026	1,580,015	95.%	1,526,830	98.%	2,347,887	2,241,745
(2,331)	194	(1204.%)	(6,652)	35.%	EBITDA	270,408	231,661	117.%	163,726	165.%	91,213	179,994

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(2,331)	194	(1204.%)	(6,652)	35.%	EBITDA	270,408	231,661	117.%	163,726	165.%	91,213	179,994
(6,790)	(6,790)	100.%	(6,592)	103.%	MANAGEMENT FEES	(54,318)	(54,320)	100.%	(52,736)	103.%	(81,480)	(80,686)
(96)	(96)	100.%	(96)	100.%	OTHER INCOME (EXPENSE)	(764)	(764)	100.%	(764)	100.%	(1,146)	(1,146)
(96)	(96)	100.%	(96)	100.%	Depreciation & Amortization	(764)	(764)	100.%	(764)	100.%	(1,146)	(1,146)
(9,216)	(6,692)	138.%	(13,339)	69.%	TOTAL OTHER INCOME (EXPENSE)	215,326	176,576	122.%	110,226	195.%	8,587	98,161
					NET INCOME							
3,470	3,691	94.%	3,726	93.%	Paid Rounds	29,109	30,898	94.%	29,878	97.%	41,615	40,775
444	497	89.%	322	138.%	Annual Pass Rounds	3,678	3,176	116.%	2,946	125.%	4,907	5,018
238	188	127.%	253	94.%	Other Rounds	2,051	1,972	104.%	2,096	98.%	2,739	3,056
4,152	4,376	95.%	4,301	97.%	Total Rounds	34,838	36,046	97.%	34,920	100.%	49,261	48,849
59	57	104.%	55	108.%	Revenue/Paid Rounds	61	59	104.%	57	107.%	59	706
49	48	103.%	48	104.%	Revenue/Total Rounds	51	50	101.%	48	105.%	50	588

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

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Actual	Actual	Actual	Actual
EBITDA	(48,231)	16,897	7,782	36,002	83,828	111,753	64,709	(2,331)				
Management Fee Expense	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)				
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)				
Net Income	(55,116)	10,012	896	29,116	76,943	104,868	57,823	(9,216)	0	0	0	0
Working Capital Changes												
Inventory	(9,783)	7,245	4,673	(13,630)	(10,778)	(1,449)	1,258	(519)				
Receivables	(17,039)	18,162	(5,457)	5,605	(1,548)	(658)	(2,860)	(3,013)				
Prepaid Expenses	(16,920)	(18,423)	12,607	13,614	(1,417)	10,464	11,445	28,671				
Payables	18,515	8,449	4,713	14,760	4,037	9,791	(7,334)	(35,350)				
Due to from the City	(17,593)	0	498	0	(498)	544	0	0				
Accrued Expenses	7,532	17,766	(5,549)	(27,083)	3,342	10,032	6,398	7,351				
Deferred Revenues	36,316	(21,096)	(5,163)	(11,332)	(14,143)	(14,567)	(16,437)	(8,347)				
Depreciation & Amortization	96	96	96	96	96	96	96	96				
Operating Cash Flow	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	0	0	0	0
Beginning Cash	336,909	282,915	305,124	312,436	323,582	379,616	498,737	549,125				
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	0	0	0	0
Ending Cash	282,915	305,124	312,436	323,582	379,616	498,737	549,125	528,798	0	0	0	0

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025
REVENUES													
Green Fees & Cart Fees	160,539.30	138,029.42	132,453.74	104,152.58	119,572.75	84,939.77	162,828.62	148,571.36	176,692.72	220,341.06	256,510.63	230,337.80	157,420.28
Merchandise	27,605.84	43,083.89	23,220.61	19,083.92	30,402.90	11,351.54	30,302.30	25,406.46	21,908.09	31,045.07	32,278.08	33,476.81	30,615.40
Other Pro Shop	2,763.17	2,109.98	2,034.39	1,774.39	1,475.00	1,242.45	2,683.00	1,960.00	1,516.00	6,047.56	6,690.00	3,672.00	4,459.35
Range	10,114.34	7,779.70	5,865.03	5,444.98	6,184.61	2,296.51	6,294.13	4,999.31	6,495.52	8,834.17	10,473.88	9,207.25	9,040.52
Other Operating Revenues	3,317.07	3,008.00	2,844.91	2,443.06	2,340.97	1,746.52	3,555.14	3,125.03	3,373.19	4,085.24	4,759.69	4,477.69	3,374.13
TOTAL REVENUE	204,339.72	194,010.99	166,418.68	132,898.93	159,976.23	101,576.79	205,663.19	184,062.16	209,985.52	270,353.10	310,712.28	281,171.55	204,909.68
COST OF SALES													
Merchandise	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76
TOTAL COGS	22,917.73	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76
PAYROLL													
Course and Grounds	44,539.06	40,260.93	47,477.30	43,491.45	45,854.54	49,171.10	47,569.72	47,302.12	49,942.73	45,419.67	46,470.48	47,631.17	48,401.95
Carts, Range, Starters, Etc.	18,376.10	16,665.60	12,785.16	12,762.52	12,533.41	11,201.65	15,165.97	15,101.81	17,089.85	16,397.73	20,099.57	21,871.63	19,139.46
Pro Shop	14,896.49	14,894.38	14,983.79	11,887.90	13,204.32	11,174.34	14,631.28	12,897.27	13,155.84	12,775.52	14,931.20	14,046.21	16,016.13
General and Administrative	18,692.70	17,254.52	17,950.28	18,018.61	23,998.53	18,349.71	23,543.09	13,589.38	18,795.31	17,191.39	18,915.34	18,445.78	18,778.15
Marketing	8,851.04	8,203.37	8,185.65	8,002.83	10,229.48	7,290.30	8,236.74	8,720.47	8,797.98	7,703.93	8,712.19	9,588.72	9,229.64
TOTAL PAYROLL	105,355.39	97,278.80	101,382.18	94,163.31	105,820.28	97,187.10	109,146.80	97,611.05	107,781.71	99,488.24	109,128.78	111,583.51	111,565.33
OPERATING EXPENSES													
Course and Grounds	44,865.79	20,776.66	28,438.50	31,391.29	19,591.18	15,230.30	23,835.93	14,845.31	17,323.90	20,072.62	23,700.20	27,910.16	36,569.44
Carts, Range, Starters, Etc.	8,190.84	7,821.09	11,775.57	8,367.17	7,669.52	715.08	738.69	5,463.29	1,135.40	825.83	1,287.50	2,343.60	1,142.86
Pro Shop	62.85	922.55	872.50	417.60	(52.60)	630.32	(543.75)	1,096.88	1,650.97	6,303.34	458.20	2,418.25	4,031.49
General and Administrative	28,027.94	33,434.87	26,357.30	28,109.87	30,589.93	27,593.44	30,674.23	38,163.82	33,897.51	34,585.54	37,014.04	48,833.45	30,083.04
Marketing	1,570.82	1,962.39	958.33	1,188.86	2,099.14	466.02	1,361.27	1,465.52	850.98	432.66	4,788.52	115.52	2,982.79
TOTAL OPERATING EXPENSES	82,718.24	64,917.56	68,402.20	69,474.79	59,897.17	44,635.16	56,066.37	61,034.82	54,858.76	62,219.99	67,248.46	81,620.98	74,809.62
TOTAL EXPENSES	210,991.36	197,740.02	179,175.67	177,125.68	189,677.42	149,807.70	188,766.33	176,280.47	173,983.88	186,524.99	198,959.34	216,463.00	207,240.71
EBITDA	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)

The Golf Club at Cypress Head
For the Eight Months Ending Saturday, May 31, 2025

	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025
EBITDA	(6,651.64)	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)
MANAGEMENT FEES	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)
Interest Expense - Debt													
Interest Expense - Leases													
Interest Income													
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue													
Transfers from County													
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation													
Partnership Income/(Loss)													
Gain/(Loss) On Disposal Of Assets													
Other Expenses / Capital Reserve													
Taxes													
TOTAL OTHER INCOME (EXPENSE)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(13,339.17)	(10,416.56)	(19,444.52)	(50,914.28)	(36,388.72)	(55,116.20)	10,011.57	896.40	29,116.35	76,942.82	104,867.65	57,823.26	(9,216.32)
Paid Rounds	3,726.00	3,320.00	3,124.00	2,583.00	2,639.00	1,856.00	3,473.00	3,089.00	3,355.00	4,177.00	4,978.00	4,711.00	3,470.00
Annual Pass Rounds	322.00	317.00	354.00	371.00	298.00	207.00	404.00	416.00	496.00	535.00	577.00	599.00	444.00
Other Rounds	253.00	237.00	285.00	245.00	238.00	179.00	239.00	256.00	242.00	316.00	294.00	287.00	238.00
Total Rounds	4,301.00	3,874.00	3,763.00	3,199.00	3,175.00	2,242.00	4,116.00	3,761.00	4,093.00	5,028.00	5,849.00	5,597.00	4,152.00
Revenue/Paid Rounds	54.84	58.44	53.27	51.45	60.62	54.73	59.22	59.59	62.59	64.72	62.42	59.68	59.05
Revenue/Total Rounds	47.51	50.08	44.23	41.54	50.39	45.31	49.97	48.94	51.30	53.77	53.12	50.24	49.35

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 5/1/2025
Account: First

To:
5/31/2025
Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$506,481.36	\$209,915.17	\$234,170.01	(\$24,254.84)	\$482,226.52
	10050-5950-900	Cash - Course Payroll BMO	\$41,294.10	\$88,380.42	\$84,452.84	\$3,927.58	\$45,221.68
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$5,337.44	\$21,183.77	\$18,171.21	\$3,012.56	\$8,350.00
	12000-5950-900	Inventory - Merchandise	\$127,509.66	\$43,931.69	\$43,412.46	\$519.23	\$128,028.89
	13020-5950-900	Prepaid Insurance	\$19,294.75	\$0.00	\$9,984.79	(\$9,984.79)	\$9,309.96
	13040-5950-900	Prepaid Exp - Other	\$29,018.84	\$0.00	\$18,686.39	(\$18,686.39)	\$10,332.45
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,433.66)	\$0.00	\$23.12	(\$23.12)	(\$5,456.78)
	22080-5950-900	Accum. Deprec - Buildings	(\$28,642.42)	\$0.00	\$72.41	(\$28,714.83)	(\$28,714.83)
	30000-5950-900	Accts Pay - Trade	(\$97,183.23)	\$122,964.81	\$87,614.68	\$35,350.13	(\$61,833.10)
	30040-5950-900	Accts Pay - Other	(\$185,904.55)	\$544.11	\$544.11	\$0.00	(\$185,904.55)
	31020-5950-900	Accrued Payroll	(\$55,058.46)	\$37,910.42	\$49,875.60	(\$11,965.18)	(\$67,023.64)
	31080-5950-900	Accrued Tips Payable	(\$482.00)	\$798.00	\$1,064.00	(\$266.00)	(\$748.00)
	31220-5950-900	Accrued Sales Tax	(\$16,243.48)	\$16,243.48	\$11,363.08	\$4,880.40	(\$11,363.08)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,374.13	\$3,374.13	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$9,509.14)	\$1,810.83	\$820.91	\$989.92	(\$8,519.22)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$18,494.61)	\$0.00	\$1,401.96	(\$1,401.96)	(\$19,896.57)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$14,464.45)	\$2,893.03	\$0.00	\$2,893.03	(\$11,571.42)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$33,753.05)	\$16,201.56	\$11,509.76	\$4,691.80	(\$29,061.25)
	32070-5950-900	Deferred Rev - Gift Cards	(\$31,841.95)	\$1,620.47	\$1,717.19	(\$96.72)	(\$31,938.67)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,052.67)	\$907.05	\$1,215.00	(\$307.95)	(\$12,360.62)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$29,705.85)	\$6,160.09	\$759.70	\$5,400.39	(\$24,305.46)
	32180-5950-900	Deferred Rev - Package Deposits	(\$3,120.00)	\$858.00	\$4,680.00	(\$3,822.00)	(\$6,942.00)
	49020-5950-900	Retained Earnings - Current	(\$2.72)	\$0.00	\$0.00	\$0.00	(\$2.72)
	50000-5950-100	Green Fees - Annual Pass	(\$63,267.51)	\$9,450.78	\$19,094.59	(\$9,643.81)	(\$72,911.32)
	50030-5950-100	Green Fees - League	(\$0.32)	\$0.00	\$0.00	\$0.00	(\$0.32)
	5003A-5950-100	Green Fee - Group	(\$87,171.85)	\$0.00	\$10,666.00	(\$10,666.00)	(\$97,837.85)
	50040-5950-100	Green Fees - Member	(\$1,265.67)	\$0.00	\$957.08	(\$957.08)	(\$2,222.75)
	5006A-5950-100	Green Fee - Junior	(\$6,802.21)	\$0.00	\$668.14	(\$668.14)	(\$7,470.35)
	50070-5950-100	Green Fees - (surcharge)	(\$25,124.49)	\$3,374.13	\$7,543.76	(\$4,169.63)	(\$29,294.12)
	5007A-5950-100	Green Fee - League	(\$57,324.37)	\$0.00	\$5,211.77	(\$5,211.77)	(\$62,536.14)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$169,909.53)	\$0.00	\$16,459.24	(\$16,459.24)	(\$186,368.77)
	5011A-5950-100	Green Fee - Non-Revenue	(\$20.00)	\$0.00	\$0.00	\$0.00	(\$20.00)
	5012A-5950-100	Green Fee - Outing	(\$54,742.00)	\$46.00	\$8,262.00	(\$8,216.00)	(\$62,958.00)
	5014A-5950-100	Green Fee - Resident	(\$167,700.00)	\$13,297.35	\$26,144.34	(\$12,846.99)	(\$180,546.99)
	5015A-5950-100	Green Fee - Senior	(\$164,563.69)	\$0.00	\$19,668.98	(\$19,668.98)	(\$184,232.67)
	5019A-5950-100	Green Fee - Wholesale	(\$6,433.75)	\$0.00	\$1,767.15	(\$1,767.15)	(\$8,200.90)
	50500-5950-200	Cart Fee 18	(\$416,637.56)	\$0.00	\$60,985.40	(\$60,985.40)	(\$477,622.96)
	50520-5950-200	Cart Fee - Annual Trail	(\$59,259.01)	\$0.00	\$6,160.09	(\$6,160.09)	(\$65,419.10)
	52090-5950-600	Handicap Fee	(\$6,465.00)	\$0.00	\$30.00	(\$30.00)	(\$6,495.00)
	52150-5950-600	Lessons	(\$8,491.45)	\$0.00	\$3,169.96	(\$3,169.96)	(\$11,661.41)
	52280-5950-600	Rental Clubs	(\$8,854.56)	\$0.00	\$1,259.39	(\$1,259.39)	(\$10,113.95)
	52310-5950-600	Retail	(\$185,768.35)	\$0.00	\$30,615.40	(\$30,615.40)	(\$216,383.75)
	53050-5950-220	Range Pass Revenue	(\$48,600.77)	\$0.00	\$9,040.52	(\$9,040.52)	(\$57,641.29)
	56120-5950-100	City Surcharge R & R	(\$25,122.50)	\$0.00	\$3,374.13	(\$3,374.13)	(\$28,496.63)
	60000-5950-600	COGS - Merchandise - Accessories	\$131,173.98	\$42,989.55	\$22,123.79	\$20,865.76	\$152,039.74
	70000-5950-100	Gross Payroll - Salaried	\$82,709.78	\$16,878.79	\$4,710.36	\$12,168.43	\$94,878.21
	70000-5950-600	Gross Payroll - Salaried	\$30,559.44	\$6,591.70	\$1,468.94	\$5,122.76	\$35,682.20
	70000-5950-900	Gross Payroll - Salaried	\$101,375.65	\$20,475.98	\$5,645.72	\$14,830.26	\$116,205.91
	70000-5950-950	Gross Payroll - Salaried	\$49,992.28	\$10,263.69	\$2,376.93	\$7,886.76	\$57,879.04

TRIAL BALANCE SUMMARY FOR 2024
 The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$204,166.01	\$40,441.49	\$10,793.85	\$29,647.64	\$233,813.65
	70010-5950-200	Gross Payroll - Hourly	\$106,177.70	\$24,747.76	\$7,415.20	\$17,332.56	\$123,510.26
	70010-5950-600	Gross Payroll - Hourly	\$46,300.35	\$11,077.42	\$2,781.31	\$8,296.11	\$54,596.46
	70010-5950-900	Gross Payroll - Hourly	\$893.52	\$222.43	\$24.05	\$198.38	\$1,091.90
	71000-5950-100	Payroll Tax - FICA	\$21,314.23	\$4,266.66	\$1,186.07	\$3,080.59	\$24,394.82
	71000-5950-200	Payroll Tax - FICA	\$8,234.61	\$1,954.69	\$567.26	\$1,387.43	\$9,622.04
	71000-5950-600	Payroll Tax - FICA	\$5,667.55	\$1,337.35	\$325.14	\$1,012.21	\$6,679.76
	71000-5950-900	Payroll Tax - FICA	\$7,485.39	\$1,503.37	\$433.74	\$1,069.63	\$8,555.02
	71000-5950-950	Payroll Tax - FICA	\$3,683.94	\$757.07	\$181.85	\$575.22	\$4,259.16
	71010-5950-100	Payroll Tax - UC	\$778.52	\$31.32	\$0.00	\$31.32	\$809.84
	71010-5950-200	Payroll Tax - UC	\$613.23	\$122.92	\$0.00	\$122.92	\$736.15
	71010-5950-600	Payroll Tax - UC	\$245.04	\$30.66	\$0.00	\$30.66	\$275.70
	71010-5950-900	Payroll Tax - UC	\$89.15	\$0.68	\$0.00	\$0.68	\$89.83
	71010-5950-950	Payroll Tax - UC	\$53.66	\$0.00	\$0.00	\$0.00	\$53.66
	71020-5950-100	Payroll Tax - WC	\$4,741.24	\$629.74	\$0.00	\$629.74	\$5,370.98
	71020-5950-200	Payroll Tax - WC	\$1,725.40	\$278.17	\$0.00	\$278.17	\$2,003.57
	71020-5950-600	Payroll Tax - WC	\$1,272.12	\$185.17	\$0.00	\$185.17	\$1,457.29
	71020-5950-900	Payroll Tax - WC	\$1,797.70	\$233.75	\$0.00	\$233.75	\$2,031.45
	71020-5950-950	Payroll Tax - WC	\$844.68	\$126.15	\$0.00	\$126.15	\$970.83
	71030-5950-100	Benefits	\$19,797.21	\$6,622.39	\$3,778.16	\$2,844.23	\$22,641.44
	71030-5950-200	Benefits	\$177.27	\$763.62	\$745.24	\$18.38	\$195.65
	71030-5950-600	Benefits	\$9,567.16	\$2,508.54	\$1,139.32	\$1,369.22	\$10,936.38
	71030-5950-900	Benefits	\$17,188.59	\$4,821.92	\$2,376.47	\$2,445.45	\$19,634.04
	71030-5950-950	Benefits	\$4,475.77	\$886.35	\$244.84	\$641.51	\$5,117.28
	80110-5950-200	Cart Supplies	\$274.60	\$114.86	\$57.43	\$57.43	\$332.03
	80120-5950-100	Chemicals	\$7,604.08	\$583.90	\$0.00	\$583.90	\$8,187.98
	80170-5950-100	Course Accessories	\$4,265.58	\$1,173.68	\$0.00	\$1,173.68	\$5,439.26
	80230-5950-100	Fertilizer	\$44,973.66	\$2,937.03	\$0.00	\$2,937.03	\$47,910.69
	80270-5950-100	Fuel	\$10,354.78	\$1,458.15	\$0.00	\$1,458.15	\$11,812.93
	80280-5950-100	Fungicides	\$4,683.74	\$0.00	\$0.00	\$0.00	\$4,683.74
	80320-5950-100	Herbicides	\$11,759.65	\$10,774.20	\$115.08	\$10,659.12	\$22,418.77
	80370-5950-100	Insecticides	(\$922.63)	\$9,436.00	\$0.00	\$9,436.00	\$8,513.37
	80380-5950-900	Janitorial Supplies	\$4,073.44	\$316.67	\$0.00	\$316.67	\$4,390.11
	80420-5950-900	Laundry/Uniforms	\$180.30	\$42.79	\$0.00	\$42.79	\$223.09
	80520-5950-900	Office Supplies	\$3,797.06	\$402.23	\$0.00	\$402.23	\$4,199.29
	80590-5950-600	Printing	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00
	80590-5950-900	Printing	\$48.44	\$70.24	\$0.00	\$70.24	\$118.68
	80610-5950-220	Range Balls	\$3,625.00	\$0.00	\$0.00	\$0.00	\$3,625.00
	80620-5950-220	Range Equipment	\$1,110.73	\$0.00	\$0.00	\$0.00	\$1,110.73
	80630-5950-220	Range Expenses	\$1,239.20	\$0.00	\$0.00	\$0.00	\$1,239.20
	80690-5950-100	Sand/Topdress	\$7,072.35	\$1,407.56	\$0.00	\$1,407.56	\$8,479.91
	80710-5950-100	Seeds/Trees	\$8,186.10	\$250.00	\$0.00	\$250.00	\$8,436.10
	80730-5950-100	Small Tools	\$663.89	\$509.35	\$0.00	\$509.35	\$1,173.24
	80780-5950-200	Supplies	\$101.50	\$410.96	\$0.00	\$410.96	\$512.46
	80780-5950-600	Supplies	\$2,720.93	\$201.83	\$0.00	\$201.83	\$2,922.76
	80810-5950-600	Tournament Expense	\$371.78	\$1,180.31	\$850.65	\$329.66	\$701.44
	81010-5950-900	Alarm System	\$1,406.00	\$142.00	\$0.00	\$142.00	\$1,548.00
	81090-5950-200	Cart Repairs	\$1,365.57	\$0.00	\$0.00	\$0.00	\$1,365.57
	81130-5950-900	Computer Service	\$16,079.40	\$1,472.37	\$0.00	\$1,472.37	\$17,551.77
	81140-5950-900	Contract Cleaning	\$7,000.00	\$1,000.00	\$0.00	\$1,000.00	\$8,000.00
	81200-5950-900	Guest Relations	\$11,642.80	\$586.97	\$0.00	\$586.97	\$12,229.77
	81220-5950-600	Handicap Expense	\$6,121.50	\$0.00	\$0.00	\$0.00	\$6,121.50
	81250-5950-100	Irrigation	\$6,590.01	\$881.50	\$0.00	\$881.50	\$7,471.51
	81270-5950-600	Lesson Expense	\$1,500.00	\$3,500.00	\$0.00	\$3,500.00	\$5,000.00
	81340-5950-100	Repair & Maint - Paths	\$838.40	\$0.00	\$0.00	\$0.00	\$838.40
	81350-5950-100	Repair & Maint - Equipment	\$14,320.64	\$3,328.51	\$207.53	\$3,120.98	\$17,441.62
	81350-5950-220	Repair & Maint - Equipment	\$23.45	\$0.00	\$0.00	\$0.00	\$23.45
	81350-5950-900	Repair & Maint - Equipment	\$8,834.73	\$0.00	\$0.00	\$0.00	\$8,834.73
	81360-5950-100	Repair & Maint - Building	\$2,017.05	\$0.00	\$0.00	\$0.00	\$2,017.05
	81360-5950-900	Repair & Maint - Building	\$6,522.23	\$1,004.82	\$1,256.02	(\$251.20)	\$6,271.03

TRIAL BALANCE SUMMARY FOR 2024
 The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82020-5950-100	Equipment Lease	\$1,295.00	\$185.00	\$0.00	\$185.00	\$1,480.00
	82060-5950-900	Off-Site Storage	\$1,236.00	\$206.00	\$0.00	\$206.00	\$1,442.00
	83000-5950-100	Utilities - Electric	\$1,692.58	\$228.46	\$0.00	\$228.46	\$1,921.04
	83000-5950-200	Utilities - Electric	\$4,769.34	\$674.47	\$0.00	\$674.47	\$5,443.81
	83020-5950-100	Utilities - Other	\$13,495.59	\$3,355.84	\$0.00	\$3,355.84	\$16,851.43
	83020-5950-900	Utilities - Other	\$16,718.76	\$2,274.22	\$0.00	\$2,274.22	\$18,992.98
	83030-5950-900	Utilities - Telephone/Fax	\$1,038.41	\$183.67	\$0.00	\$183.67	\$1,222.08
	83050-5950-100	Utilities - Water	\$2,310.04	\$256.07	\$0.00	\$256.07	\$2,566.11
	84020-5950-950	Adv/Promo - Direct Mail	\$4,328.00	\$0.00	\$0.00	\$0.00	\$4,328.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,105.29	\$693.79	\$0.00	\$693.79	\$2,799.08
	84070-5950-950	Adv/Promo - Organizations	\$1,205.00	\$370.00	\$0.00	\$370.00	\$1,575.00
	84080-5950-950	Adv/Promo - Promotional	\$342.20	\$600.00	\$0.00	\$600.00	\$942.20
	84110-5950-950	Adv/Promo - Website	\$1,500.00	\$1,319.00	\$0.00	\$1,319.00	\$2,819.00
	85020-5950-900	Bank Charges	\$3,008.78	\$413.64	\$0.00	\$413.64	\$3,422.42
	85050-5950-900	Cash Short/(Over)	(\$79.78)	\$157.54	\$277.47	(\$119.93)	(\$199.71)
	85060-5950-900	Cell Phone	\$1,680.00	\$240.00	\$0.00	\$240.00	\$1,920.00
	85070-5950-900	City Surcharge R & R	\$25,122.50	\$3,374.13	\$0.00	\$3,374.13	\$28,496.63
	85120-5950-900	Credit Card Discounts	\$43,806.91	\$7,778.15	\$0.00	\$7,778.15	\$51,585.06
	85140-5950-900	Donations	(\$423.03)	\$2,208.00	\$1,693.00	\$515.00	\$91.97
	85150-5950-900	Dues & Subscriptions	\$460.00	\$0.00	\$0.00	\$0.00	\$460.00
	85160-5950-100	Education & Training	\$82.00	\$0.00	\$0.00	\$0.00	\$82.00
	85160-5950-900	Education & Training	\$0.00	\$22.99	\$0.00	\$22.99	\$22.99
	85190-5950-100	Employee Relations	\$835.25	\$0.00	\$0.00	\$0.00	\$835.25
	85190-5950-900	Employee Relations	\$5,383.11	\$871.81	\$0.00	\$871.81	\$6,254.92
	85200-5950-100	Employee Testing	\$85.66	\$126.80	\$0.00	\$126.80	\$212.46
	85280-5950-900	Insurance Expense	\$69,893.53	\$9,984.79	\$0.00	\$9,984.79	\$79,878.32
	85320-5950-900	Member Relations	\$3,287.67	\$50.89	\$0.00	\$50.89	\$3,338.56
	85390-5950-900	O/S - Accounting	\$11,875.00	\$0.00	\$0.00	\$0.00	\$11,875.00
	85480-5950-900	Payroll Processing Fee	\$3,239.64	\$372.15	\$0.00	\$372.15	\$3,611.79
	85490-5950-900	Postage/Shipping	\$1,272.34	\$139.30	\$3.00	\$136.30	\$1,408.64
	85610-5950-100	Tax/Licenses/Fees	\$715.00	\$0.00	\$0.00	\$0.00	\$715.00
	85610-5950-900	Tax/Licenses/Fees	\$25.00	\$0.00	\$30.00	(\$30.00)	(\$5.00)
	85720-5950-900	Travel - Other	\$3,632.79	\$27.16	\$0.00	\$27.16	\$3,659.95
	90000-5950-900	Management Fee	\$47,528.32	\$6,789.76	\$0.00	\$6,789.76	\$54,318.08
	98020-5950-900	Deprec - Mach & Equip	\$161.84	\$23.12	\$0.00	\$23.12	\$184.96
	98040-5950-900	Deprec - Buildings	\$506.87	\$72.41	\$0.00	\$72.41	\$579.28
	R002A-5950-100	Rounds - Annual	20,107.00	444.00	0.00	444.00	20,551.00
	R003A-5950-100	Rounds - Group	23,411.00	448.00	0.00	448.00	23,859.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	3,446.00	111.00	0.00	111.00	3,557.00
	R007A-5950-100	Rounds - Green Fee - League	19,416.00	233.00	0.00	233.00	19,649.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	18,154.00	419.00	0.00	419.00	18,573.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	1,123.00	25.00	0.00	25.00	1,148.00
	R012A-5950-100	Rounds - Green Fee - Outing	13,259.00	337.00	2.00	335.00	13,594.00
	R014A-5950-100	Rounds - Resident	81,805.00	1,296.00	0.00	1,296.00	83,101.00
	R015A-5950-100	Rounds - Green Fee - Senior	34,820.00	580.00	0.00	580.00	35,400.00
	R016A-5950-100	Rounds - Green Fee - Staff	8,129.00	165.00	0.00	165.00	8,294.00
	R017A-5950-100	Rounds - Green Fee - Trade	4,465.00	48.00	0.00	48.00	4,513.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	832.00	48.00	0.00	48.00	880.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
Grand Totals:	168	\$0.00	\$888,799.71	\$888,799.71	\$0.00	\$0.00

August 21, 2025

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

Dear Ms. Fenwick,

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

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JUNE 2025							
	Current			Year to Date			
	Actual	Budget	Variance vs. Budget	Actual	Budget	Prior Year	Variance vs. Budget
Revenue							
Green Fees	\$ 79,174	\$ 78,823	\$ 351	\$ 973,774	\$ 1,055,728	\$ 955,463	\$ (81,954)
Cart Fees	\$ 57,710	\$ 51,656	\$ 6,054	\$ 600,753	\$ 567,112	\$ 544,422	\$ 33,641
Range	\$ 7,810	\$ 8,338	\$ (528)	\$ 65,451	\$ 59,872	\$ 58,741	\$ 5,579
Golf Shop Revenues	\$ 40,502	\$ 33,690	\$ 6,812	\$ 285,156	\$ 274,139	\$ 295,766	\$ 11,017
City Surcharge R/R	\$ 3,827	\$ 3,234	\$ 593	\$ 32,324	\$ 30,565	\$ 30,174	\$ 1,759
Total Revenue	\$ 189,023	\$ 175,741	\$ 13,282	\$ 1,957,458	\$ 1,987,416	\$ 1,884,566	\$ (29,958)
Cost of Sales	\$ 24,108	\$ 20,010	\$ 4,098	\$ 175,147	\$ 164,660	\$ 192,630	\$ 10,487
Merchandise	\$ 24,108	\$ 20,010	\$ 4,098	\$ 175,147	\$ 164,660	\$ 192,630	\$ 10,487
Gross Margin	\$ 164,915	\$ 155,731	\$ 9,184	\$ 1,782,311	\$ 1,822,756	\$ 1,691,936	\$ (40,445)
Total Payroll	\$ 111,219	\$ 106,580	\$ 4,639	\$ 954,712	\$ 954,498	\$ 876,067	\$ 214
Total Operating Expenses	\$ 57,204	\$ 64,336	\$ (7,132)	\$ 559,698	\$ 651,783	\$ 655,873	\$ (92,085)
EBITDA	\$ (3,508)	\$ (15,185)	\$ 11,677	\$ 267,901	\$ 216,475	\$ 159,996	\$ 51,426
Other Expenses	\$ 6,886	\$ 6,886	\$ -	\$ 61,968	\$ 61,970	\$ 60,188	\$ (2)
Management Fee	\$ 6,790	\$ 6,790	\$ -	\$ 61,108	\$ 61,110	\$ 59,328	\$ (2)
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -	\$ 860	\$ 860	\$ 860	\$ -
Net Cash From Ops	\$ (10,394)	\$ (22,071)	\$ 11,677	\$ 205,933	\$ 154,505	\$ 99,808	\$ 51,428
Rounds							
Total Rounds	4,075	3,568	507	38,913	39,614	38,794	(701)
Paid Rounds	3,301	2,884	417	32,410	33,782	33,198	(1,372)
Avg. GF/CF Total rounds	\$33.59	\$36.57	\$ (2.98)	\$40.46	\$40.97	\$38.66	\$ (0.50)
Avg. GF/CF Paid rounds	\$41.47	\$45.24	\$ (3.77)	\$48.58	\$48.04	\$45.18	\$ 0.54
Avg. Merchandise/round	\$9.94	\$9.44	\$ 0.50	\$7.33	\$6.92	\$7.62	\$ 0.41

Overview:

June was a good golf month for the most part, with some scattered afternoon thunderstorms. With 3.8" of recorded rainfall and the average high temperature of 88°, we lost 1 day of golf and 2 other days were significantly affected by greens aeration. Total revenues came in at \$189K, over budget by \$13.3K. We played 4,075 total rounds to a budget of 3,568, over budget by 507 rounds.

- Total Payroll for the month was \$111.2K, \$4.6K over budget, as we staffed up for many busy days and tournament days.
- Total Operating Expenses were \$57.2K, under by \$7.1K.
- Rounds were over budget by 507 rounds, and prior year by 201 rounds.
- EBITDA and Net Income projections realized a gain of \$11.7K.

Weather:**Summary**

Temperature (°F)	Max	Average	Min	▲
Max Temperature	93	88.4	84	
Avg Temperature	84	80.26	75.92	
Min Temperature	77	73.53	66	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	78	72.04	56	
Precipitation (in)	Max	Average	Min	Sum ▲
Precipitation	1.01	0.13	0.00	3.86
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲
Wind	25	5.63	0	
Gust Wind	37	2.57	0	

CAPEX Projects:

- Our planned bunker renovation is down to 2 bidders and we hope to secure a solid contractor for the Fall of 2025.
- We are still working with the City to obtain our 3rd utility cart for Darren and a new range picker cart and assembly.
- Heading into 2026, we are looking to expand teeing grounds on the course and install an artificial tee line at the back of the range.

Tee Sheet Activity:

- There were 4,075 total rounds for the month which included 3,301 paid rounds, 473 Annual Pass rounds and 301 other rounds. These numbers are 507 rounds over budget.
- The daily temperatures heated up for the most part in June, with many afternoon storms affecting pm play.
- Starters and Players Assistants earned a 9.7 Staff Experience rating in June.

JUNE 2025 and YTD Rounds**Mix**

Type	Actual	Budget	Month -PY	YTD	YTD- Budg	YTD - PY
PAID	3,301	2,884	3,320	32,410	33,782	33,198
ANNUAL	473	451	317	4,151	3,627	3,263
OTHER	301	233	237	2,352	2,205	2,333
TOTAL ROUNDS	4,075	3,568	3,874	38,913	39,614	38,794

Course & Grounds

- The golf course continues to improve although at the time of this composition, we have been inundated with 7+” of rainfall from Invest 93L. The only stress currently can be seen on some of our smaller tee box complexes, and of course our bunkers.
- While we were pleased with our May ninja-tining, we performed a ¼” core greens aeration on June 23-24. This process went great and the greens have responded nicely. We will return to ninja-tining in July.
- The Golf Course Conditions Satisfaction rating for June came in at 9.5, (up .4 from prior month).

Golf Operations

- We generated \$40.5K in Golf Shop sales (\$6.8K over budget). Our COGS (62%) were 7% under budget. The low COGS was partially a result of rebates and proper inventory management.
- Cart revenue (\$57.7K) was \$6K over budget.
- Range revenue came in at \$7.8K, under budget by \$500.
- The MGA and the WGA continued their league play in June. The MGA averaged 50 players in June, the WGA 18-holers, about 12, and the WGA 9-holers averaged 5 players.
- We hosted the local qualifier for Drive, Chip, & Putt and had 150+ participants.
- In June we hosted two full-field scrambles, including the Mayor’s Tournament along with several smaller outings and leagues. With 430 total tournament/outing players, we generated \$20.9K in revenue and rave reviews from the participants.

Marketing and Sales:

- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- We have marketed a Summer Golf Pack, which offers a discount when purchasing 20 rounds. We have sold 12 of these to date.
- July and August events are minimal, but we are focusing on our Salute Scramble on 9/11.
- We are currently in the voting process for the 2025 “Best of Daytona” with regards to both the Public and Private Golf Course categories.

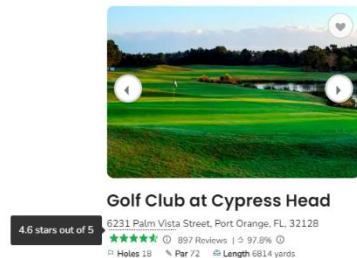
- We have a full schedule of emails with approximately 26,431 unique e-mail addresses (+216 from prior month). Our Facebook followers are at 1,711 (up 11) and Instagram is up to 601 (up 12) followers.
- Nightly surveys continued to be strong in June, highlighted by 82 surveys being submitted and an NPS of 93.9. (Please see table).

	Week of 06/01	Week of 06/08	Week of 06/15	Week of 06/22	Week of 06/29	Total
# of responses	20	24	17	18	3	82
Net Promoter Score						
Property NPS	100.0	100.0	76.5 ↓	100.0 ○	66.7 ↓	93.9
Main Score	100.0	100.0	76.5 ↓	100.0 ○	66.7 ↓	93.9
Key Metrics						
Likelihood to Return	95.0	95.8 ○	82.4 ○	100.0 ○	66.7 ↓	92.6
Overall Experience Satisfaction	9.7	9.7 ○	9.2 ↓	9.8 ○	8.7 ○	9.6
Service Satisfaction	9.9	9.9 ○	9.4 ○	9.8 ○	9.3 ○	9.7
Value Perception	9.3	9.6 ○	8.9 ↓	9.8 ↑	8.7 ↓	9.4

Google



GolfAdvisor



SUMMARY:

June was a very good month, and we were able to increase our lead on the bottom line. The golf course has recovered nicely from a late-June greens aeration, and garnered a 9.5 satisfaction rating for June. With rounds exceeding budget by 507, there is still hope for the hot months of July and August. We will continue to advertise to the local market, as well as to the Orlando market. Our new partnership with The Shores resort has launched and we are very excited about the future business relationship. You can view the Stay/Swing page using the link below:

<https://www.shoresresort.com/specials/stay-swing-repeat/>

Passholder play continues to increase as we realized a 49% growth in passholder rounds in June YOY. Our new passholder interest continues to be a combination of new residents, Venetian Bay residents, and Sugar Mill members. Their satisfaction seems very high since joining Cypress Head.

We enjoyed an eventful June with Mayor Stiltner's inaugural Mayor's Tournament. It was a resounding success. We hosted another charity event in which a contestant won a vehicle by making a hole in one. We hosted the Drive, Chip, and Putt qualifier on June 23rd, and saw a 150+ junior golfers compete. We will continue to focus on our KemperSports initiative to "Make Golf Cool". This initiative will center on Player Development and growing the game through junior golf. We have 2 more Junior Golf camps scheduled in July, and anticipate a growth in Junior Golf due to the growing popularity of Youth on Course.

Our team continues to compliment the excellent golf with "Best in Class" service to the residents and guests of Port Orange. We look forward to continue to make Cypress Head Golf Club better in every way possible in the weeks and months ahead.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
136,885	130,479	105.%	138,029	99.%	Green Fees & Cart Fees	1,574,527	1,622,840	97.%	1,499,885	105.%	1,963,221	1,930,706
39,062	29,000	135.%	43,084	91.%	Merchandise	255,445	241,000	106.%	267,638	95.%	312,000	328,153
1,440	4,690	31.%	2,110	68.%	Other Pro Shop	29,710	33,139	90.%	28,128	106.%	44,319	34,994
7,810	8,338	94.%	7,780	100.%	Range	65,451	59,872	109.%	58,741	111.%	80,609	82,946
3,827	3,234	118.%	3,008	127.%	Other Operating Revenues	32,324	30,565	106.%	30,174	107.%	38,951	39,953
189,023	175,741	108.%	194,011	97.%	TOTAL REVENUE	1,957,458	1,987,416	98.%	1,884,567	104.%	2,439,100	2,416,752
COST OF SALES												
24,108	20,010	120.%	35,544	68.%	Merchandise	176,147	164,660	107.%	192,630	91.%	213,650	222,986
24,108	20,010	120.%	35,544	68.%	TOTAL COGS	176,147	164,660	107.%	192,630	91.%	213,650	222,986
PAYROLL												
48,506	46,486	104.%	40,261	120.%	Course and Grounds	430,415	420,594	102.%	366,903	117.%	561,966	567,238
19,127	18,968	101.%	16,666	115.%	Carts, Range, Starters, Etc.	155,194	165,569	94.%	147,787	105.%	221,847	193,275
15,906	14,871	107.%	14,894	107.%	Pro Shop	125,534	132,678	95.%	125,684	100.%	177,463	165,610
18,798	18,097	104.%	17,255	109.%	General and Administrative	166,406	162,380	102.%	162,864	102.%	216,683	226,374
8,883	8,159	109.%	8,203	108.%	Marketing	77,163	73,277	105.%	72,829	106.%	97,743	103,581
111,219	106,580	104.%	97,279	114.%	TOTAL PAYROLL	954,712	954,498	100.%	876,067	109.%	1,275,702	1,256,078
OPERATING EXPENSES												
18,088	27,320	66.%	20,777	87.%	Course and Grounds	197,576	283,425	70.%	262,524	75.%	374,055	276,997
933	8,591	11.%	7,821	12.%	Carts, Range, Starters, Etc.	14,585	77,694	19.%	79,214	18.%	105,917	42,398
(88)	800	(11.%)	923	(10.%)	Pro Shop	15,958	15,360	104.%	19,680	81.%	16,490	17,195
36,645	25,240	145.%	33,435	110.%	General and Administrative	317,490	254,594	125.%	278,265	114.%	336,073	402,548
1,625	2,385	68.%	1,962	83.%	Marketing	14,089	20,710	68.%	16,190	87.%	26,000	18,335
57,204	64,336	89.%	64,918	88.%	TOTAL OPERATING EXPENSES	559,698	651,783	86.%	655,873	85.%	858,535	757,472
192,531	190,926	101.%	197,740	97.%	TOTAL EXPENSES	1,690,558	1,770,941	95.%	1,724,570	98.%	2,347,887	2,236,536
(3,508)	(15,185)	23.%	(3,729)	94.%	EBITDA	266,900	216,475	123.%	159,997	167.%	91,213	180,215

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(3,508)	(15,185)	23.%	(3,729)	94.%	EBITDA	266,900	216,475	123.%	159,997	167.%	91,213	180,215
(6,790)	(6,790)	100.%	(6,592)	103.%	MANAGEMENT FEES	(61,108)	(61,110)	100.%	(59,328)	103.%	(81,480)	(80,884)
(96)	(96)	100.%	(96)	100.%	OTHER INCOME (EXPENSE)	(860)	(860)	100.%	(860)	100.%	(1,146)	(1,146)
(96)	(96)	100.%	(96)	100.%	Depreciation & Amortization	(860)	(860)	100.%	(860)	100.%	(1,146)	(1,146)
(10,393)	(22,071)	47.%	(10,417)	100.%	TOTAL OTHER INCOME (EXPENSE)	204,932	154,505	133.%	99,809	205.%	8,587	98,185
					NET INCOME							
3,301	2,884	114.%	3,320	99.%	Paid Rounds	32,410	33,782	96.%	33,198	98.%	41,615	40,756
473	451	105.%	317	149.%	Annual Pass Rounds	4,151	3,627	114.%	3,263	127.%	4,907	5,174
301	233	129.%	237	127.%	Other Rounds	2,352	2,205	107.%	2,333	101.%	2,739	3,120
4,075	3,568	114.%	3,874	105.%	Total Rounds	38,913	39,614	98.%	38,794	100.%	49,261	49,050
57	61	94.%	58	98.%	Revenue/Paid Rounds	60	59	103.%	57	106.%	59	705
46	49	94.%	50	93.%	Revenue/Total Rounds	50	50	100.%	49	104.%	50	585

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

	6/30/2025	9/30/2024	6/30/2024
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	406,128	305,463	347,434
Cash - Payroll	45,383	30,096	33,251
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	452,860	336,909	382,035
Accounts Receivable			
A/R Member	17,432	1,543	0
Total Accounts Receivable	17,432	1,543	0
Other Current Assets			
Inventory - Merchandise	121,927	105,046	116,939
Prepaid Insurance	53,701	48,286	50,367
Prepaid Exp - Other	8,872	11,397	12,324
Total Other Current Assets	184,500	164,729	179,630
TOTAL CURRENT ASSETS	654,793	503,180	561,665
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(34,267)	(33,407)	(33,121)
TOTAL PROPERTY, PLANT AND EQUIPMENT	1,881	2,741	3,027
TOTAL ASSETS	656,673	505,921	564,692

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

	6/30/2025	9/30/2024	6/30/2024
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	55,679	44,253	63,981
Accts Pay - Other	185,905	202,954	210,210
Accrued Expenses	700	1,097	750
Accrued Payroll	75,442	49,798	61,541
Accrued Taxes	9,713	8,452	10,593
Deferred Revenue	124,299	199,364	117,805
TOTAL CURRENT LIABILITIES	451,738	505,918	464,881
TOTAL LIABILITIES	451,738	505,918	464,881
STOCKHOLDER'S EQUITY			
Retained Earnings	204,935	3	99,811
Net Retained Earnings	204,935	3	99,811
Stockholders Equity	204,935	3	99,811
TOTAL STOCKHOLDER'S EQUITY	204,935	3	99,811
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	656,673	505,921	564,692

The Golf Club at Cypress Head
 Summary of All Units
 For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY	YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES											
79,174	78,823	100.0%	83,436	95.5%	973,774	1,055,728	92.2%	955,463	102.0%	1,259,601	1,193,279
57,710	51,656	112.2%	54,594	106.0%	600,753	567,112	106.0%	544,422	110.0%	703,621	737,427
39,062	29,000	135.0%	43,084	91.0%	255,445	241,000	106.0%	267,638	95.0%	312,000	328,153
90	40	225.0%	30	300.0%	6,585	7,420	89.0%	6,535	101.0%	7,700	6,895
435	3,850	11.2%	1,115	39.0%	12,096	17,450	69.0%	12,475	97.0%	26,850	13,801
915	800	114.4%	965	95.0%	11,029	8,269	133.0%	9,118	121.0%	9,769	14,298
7,810	8,338	94.0%	7,780	100.0%	65,451	59,872	109.0%	58,741	111.0%	80,609	82,946
3,827	3,234	118.0%	3,008	127.0%	32,324	30,565	106.0%	30,174	107.0%	38,951	39,953
189,023	175,741	108.0%	194,011	97.0%	1,957,458	1,987,416	98.0%	1,884,567	104.0%	2,439,100	2,416,752
COST OF GOODS SOLD											
24,108	20,010	120.0%	35,544	68.0%	176,147	164,660	107.0%	192,630	91.0%	213,650	222,986
24,108	20,010	120.0%	35,544	68.0%	176,147	164,660	107.0%	192,630	91.0%	213,650	222,986
164,916	155,731	106.0%	158,467	104.0%	1,781,310	1,822,756	98.0%	1,691,937	105.0%	2,225,450	2,193,765
62.0%	69.0%	90.0%	82.0%	76.0%	69.0%	68.0%	101.0%	72.0%	96.0%	68.0%	808.0%
PAYROLL											
38,216	36,614	104.0%	36,228	105.0%	342,862	329,529	104.0%	330,950	104.0%	439,372	461,730
56,640	53,949	105.0%	46,604	122.0%	469,652	483,056	97.0%	410,468	114.0%	646,520	607,179
94,856	90,563	105.0%	82,832	115.0%	812,514	812,585	100.0%	741,417	110.0%	1,085,892	1,068,910
7,294	6,928	105.0%	6,305	116.0%	60,805	62,163	98.0%	56,267	108.0%	83,071	79,205
194	249	78.0%	83	233.0%	2,159	2,428	89.0%	2,318	93.0%	2,873	2,529
1,541	1,030	150.0%	751	205.0%	13,375	8,997	149.0%	13,830	97.0%	12,105	18,645
7,334	7,810	94.0%	7,307	100.0%	65,859	68,325	96.0%	62,234	106.0%	91,762	86,789
16,363	16,017	102.0%	14,447	113.0%	142,198	141,913	100.0%	134,649	106.0%	189,810	187,168
111,219	106,580	104.0%	97,279	114.0%	954,712	954,498	100.0%	876,067	109.0%	1,275,702	1,256,078
OPERATING EXPENSES											
117	0	0.0%	0	0.0%	449	400	112.0%	429	105.0%	450	508
820	800	102.0%	0	0.0%	9,008	7,200	125.0%	5,209	173.0%	9,600	11,297
71	600	12.0%	98	73.0%	5,511	3,000	184.0%	3,913	141.0%	5,600	6,278
2,731	7,000	39.0%	547	499.0%	50,642	52,100	97.0%	36,179	140.0%	60,100	58,661
92	0	0.0%	0	0.0%	92	1,400	7.0%	60	154.0%	2,100	170
867	2,400	36.0%	1,194	73.0%	12,680	15,000	85.0%	12,561	101.0%	21,100	18,822
0	0	0.0%	0	0.0%	4,684	4,600	102.0%	4,714	99.0%	6,600	6,537
2,555	1,000	255.0%	567	451.0%	24,974	26,900	93.0%	32,756	76.0%	35,900	27,839
262	0	0.0%	0	0.0%	8,775	9,200	95.0%	7,952	110.0%	12,800	9,458
385	200	192.0%	530	73.0%	4,775	2,700	177.0%	4,006	119.0%	3,600	5,572
0	0	0.0%	0	0.0%	223	575	39.0%	42	538.0%	575	223
4,783	0	0.0%	0	0.0%	4,783	0	0.0%	0	0.0%	0	4,783
713	300	238.0%	243	294.0%	4,912	3,650	135.0%	4,362	113.0%	4,450	6,615
0	0	0.0%	0	0.0%	1,419	2,900	49.0%	1,643	86.0%	3,100	2,284
0	0	0.0%	0	0.0%	3,625	3,250	112.0%	3,250	112.0%	6,500	7,250
0	300	0.0%	0	0.0%	1,111	700	159.0%	1,382	80.0%	1,000	1,111
0	300	0.0%	0	0.0%	1,239	1,675	74.0%	1,501	83.0%	2,175	1,556
1,892	0	0.0%	2,455	77.0%	10,372	10,000	104.0%	9,776	106.0%	15,000	14,061
0	0	0.0%	0	0.0%	8,436	6,400	132.0%	5,420	156.0%	7,900	8,436
0	0	0.0%	0	0.0%	1,173	1,200	98.0%	325	361.0%	1,800	1,214
0	0	0.0%	96	0.0%	0	0	0.0%	96	0.0%	0	218
0	100	0.0%	0	0.0%	3,435	2,810	122.0%	5,287	65.0%	3,240	3,838
(88)	100	(88.0%)	923	(10.0%)	614	2,750	22.0%	5,616	11.0%	3,050	114
142	150	95.0%	142	100.0%	1,690	1,450	117.0%	1,428	118.0%	1,900	2,430
176	150	118.0%	0	0.0%	1,542	400	385.0%	107	1443.0%	750	1,779
2,003	1,150	174.0%	1,526	131.0%	19,555	10,350	189.0%	15,340	127.0%	13,800	26,502
1,000	1,100	91.0%	1,000	100.0%	9,000	9,900	91.0%	9,075	99.0%	13,200	12,000
(8,441)	0	0.0%	478	(1767.0%)	3,789	2,260	168.0%	6,192	61.0%	2,360	3,789
0	0	0.0%	0	0.0%	6,122	6,400	96.0%	6,412	95.0%	6,850	6,825
1,375	540	255.0%	350	393.0%	8,847	4,860	182.0%	4,806	184.0%	6,480	10,318
0	600	0.0%	0	0.0%	5,000	1,200	417.0%	583	857.0%	1,200	5,000
0	0	0.0%	0	0.0%	0	0	0.0%	18	0.0%	0	0
0	0	0.0%	0	0.0%	838	4,000	21.0%	3,516	24.0%	4,000	1,062
12,091	2,350	515.0%	4,033	300.0%	38,391	21,850	176.0%	24,487	157.0%	29,900	47,372

The Golf Club at Cypress Head
 Summary of All Units
 For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,441	400	860.0%	1,524	226.0%	Repair & Maint - Building	11,729	3,600	326.0%	9,551	123.0%	4,800	12,761
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	64,269	0.0%	64,269	0.0%	85,692	21,423
0	9,945	0.0%	10,500	0.0%	Equipment Lease	1,480	89,505	2.0%	91,170	2.0%	119,340	32,156
206	206	100.0%	206	100.0%	Off-Site Storage	1,648	1,854	89.0%	1,854	89.0%	2,472	2,266
917	950	97.0%	984	93.0%	Utilities - Electric	8,282	8,550	97.0%	8,683	95.0%	11,400	11,139
4,533	3,800	119.0%	5,134	88.0%	Utilities - Other	40,378	34,200	118.0%	37,439	108.0%	45,600	54,669
184	200	92.0%	199	92.0%	Utilities - Telephone/Fax	1,406	1,800	78.0%	1,791	79.0%	2,400	1,994
256	225	114.0%	271	95.0%	Utilities - Water	2,822	2,025	139.0%	2,491	113.0%	2,700	3,709
0	0	0.0%	0	0.0%	Adv/Promo - Organizations	1,575	1,765	89.0%	620	254.0%	2,000	2,095
0	85	0.0%	60	0.0%	Adv/Promo - Promotional	942	745	126.0%	60	1570.0%	1,000	1,105
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	1,000	0.0%	0	0.0%	Adv/Promo - Direct Mail	4,328	3,000	144.0%	0	0.0%	3,000	4,328
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	500	0.0%	0	0.0%	500	0
1,625	500	325.0%	244	665.0%	Adv/Promo - Mktg/Bus Dev	4,424	4,500	98.0%	13,352	33.0%	6,000	5,537
0	0	0.0%	1,158	0.0%	Adv/Promo - Radio/TV	0	3,700	0.0%	1,158	0.0%	5,000	0
0	800	0.0%	500	0.0%	Adv/Promo - Website	2,819	6,000	47.0%	1,000	282.0%	8,000	4,569
372	350	106.0%	306	121.0%	Bank Charges	3,795	3,250	117.0%	2,796	136.0%	4,200	4,939
67	0	0.0%	(1)	(6468.0%)	Cash Short/(Over)	(132)	0	0.0%	(998)	13.0%	0	(233)
240	330	73.0%	240	100.0%	Cell Phone	2,160	2,970	73.0%	2,160	100.0%	3,960	2,880
3,827	3,234	118.0%	3,008	127.0%	City Surcharge R & R	32,324	30,565	106.0%	30,174	107.0%	38,951	39,953
3,161	5,000	63.0%	4,688	67.0%	Credit Card Discounts	54,746	45,000	122.0%	47,927	114.0%	60,000	67,124
0	0	0.0%	2,503	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
1,800	0	0.0%	1,752	103.0%	Dues & Subscriptions	2,260	540	419.0%	2,292	99.0%	1,140	2,504
0	160	0.0%	220	0.0%	Education & Training	105	785	13.0%	1,362	8.0%	785	105
959	50	1918.0%	110	875.0%	Employee Relations	8,049	6,250	129.0%	9,317	86.0%	6,550	8,537
0	50	0.0%	0	0.0%	Employee Testing	212	150	142.0%	93	228.0%	200	344
10,010	10,200	98.0%	9,192	109.0%	Insurance Expense	89,888	91,800	98.0%	82,899	108.0%	122,400	119,767
0	0	0.0%	35	0.0%	Member Relations	3,339	700	477.0%	991	337.0%	900	3,524
0	0	0.0%	0	0.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
0	0	0.0%	0	0.0%	O/S - Other	0	3,000	0.0%	3,000	0.0%	6,000	3,000
391	450	87.0%	511	77.0%	Payroll Processing Fee	4,003	4,300	93.0%	4,593	87.0%	5,650	5,560
192	100	192.0%	71	269.0%	Postage/Shipping	1,601	800	200.0%	1,276	125.0%	1,100	2,053
(6)	(30)	20.0%	(30)	20.0%	Tax/Licenses/Fees	704	(270)	(261.0%)	(270)	(261.0%)	(285)	804
1,480	50	2960.0%	173	853.0%	Travel - Other	5,140	1,850	278.0%	3,843	134.0%	2,000	5,773
0	0	0.0%	37	0.0%	Employee Meals	0	0	0.0%	37	0.0%	0	0
57,204	64,336	89.0%	64,918	88.0%	TOTAL OPERATING EXPENSES	559,698	651,783	86.0%	655,873	85.0%	858,535	757,472
(3,508)	(15,185)	23.0%	(3,729)	94.0%	EBITDA	266,900	216,475	123.0%	159,997	167.0%	91,213	180,215
6,790	6,790	100.0%	6,592	103.0%	Management Fee	61,108	61,110	100.0%	59,328	103.0%	81,480	80,884
6,790	6,790	100.0%	6,592	103.0%	Management Fees	61,108	61,110	100.0%	59,328	103.0%	81,480	80,884
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	208	208	100.0%	208	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	652	652	100.0%	652	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	860	860	100.0%	860	100.0%	1,146	1,146
(10,393)	(22,071)	47.0%	(10,417)	100.0%	NET INCOME	204,932	154,505	133.0%	99,809	205.0%	8,587	98,185

The Golf Club at Cypress Head
Course Grounds
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
79,174	78,823	100.0%	83,436	95.5%	Green Fees	973,774	1,055,728	92.2%	955,463	102.2%	1,259,601	1,193,279
3,827	3,234	118.5%	3,008	127.2%	City Surcharge R & R	32,324	30,565	106.0%	30,174	107.7%	38,951	39,953
83,001	82,057	101.1%	86,444	96.0%	Total Revenues	1,006,098	1,086,293	93.0%	985,637	102.2%	1,298,552	1,233,232
83,001	82,057	101.1%	86,444	96.0%	GROSS MARGIN	1,006,098	1,086,293	93.0%	985,637	102.2%	1,298,552	1,233,232
PAYROLL												
11,776	11,720	100.5%	11,253	105.0%	Gross Payroll - Salaried	106,654	105,477	101.1%	103,034	104.4%	140,637	142,236
30,052	27,844	108.0%	23,234	129.5%	Gross Payroll - Hourly	263,866	253,042	104.3%	210,067	126.0%	338,431	345,887
41,828	39,564	106.0%	34,487	121.5%	S/T Wages	370,520	358,520	103.3%	313,100	118.0%	479,068	488,123
3,116	3,027	103.0%	2,556	122.0%	Payroll Tax - FICA	27,511	27,427	100.3%	23,167	119.0%	36,649	36,212
35	36	97.2%	9	405.6%	Payroll Tax - UC	845	861	98.1%	781	108.0%	862	896
675	450	150.0%	313	216.0%	Payroll Tax - WC	6,046	3,969	152.3%	5,632	107.0%	5,340	8,185
2,851	3,409	84.0%	2,896	98.5%	Benefits	25,493	29,817	85.5%	24,222	105.2%	40,047	33,822
6,678	6,922	96.5%	5,774	116.0%	S/T Adders	59,895	62,074	96.3%	53,802	111.3%	82,898	79,115
48,506	46,486	104.3%	40,261	120.5%	TOTAL PAYROLL	430,415	420,594	102.3%	366,903	117.3%	561,966	567,238
OPERATING EXPENSES												
820	800	102.5%	0	0.0%	Chemicals	9,008	7,200	125.1%	5,209	173.0%	9,600	11,297
71	600	11.8%	98	73.3%	Course Accessories	5,511	3,000	184.0%	3,913	141.0%	5,600	6,278
2,731	7,000	39.0%	547	499.5%	Fertilizer	50,642	52,100	97.2%	36,179	140.0%	60,100	58,661
92	0	0.0%	0	0.0%	Flowers/Decor	92	1,400	7.0%	60	154.0%	2,100	170
867	2,400	36.1%	1,194	73.0%	Fuel	12,680	15,000	85.0%	12,561	101.0%	21,100	18,822
0	0	0.0%	0	0.0%	Fungicides	4,684	4,600	102.0%	4,714	99.0%	6,600	6,537
2,555	1,000	255.5%	567	451.0%	Herbicides	24,974	26,900	93.0%	32,756	76.0%	35,900	27,839
262	0	0.0%	0	0.0%	Insecticides	8,775	9,200	95.4%	7,952	110.0%	12,800	9,458
1,892	0	0.0%	2,455	77.0%	Sand/Topdress	10,372	10,000	104.0%	9,776	106.0%	15,000	14,061
0	0	0.0%	0	0.0%	Seeds/Trees	8,436	6,400	132.0%	5,420	156.0%	7,900	8,436
0	0	0.0%	0	0.0%	Small Tools	1,173	1,200	98.0%	325	361.0%	1,800	1,214
0	0	0.0%	96	0.0%	Staff/Volunteer Uniforms	0	0	0.0%	96	0.0%	0	218
1,375	540	255.0%	350	393.0%	Irrigation	8,847	4,860	182.0%	4,806	184.0%	6,480	10,318
0	0	0.0%	0	0.0%	Repair & Maint - Paths	838	4,000	21.0%	3,516	24.0%	4,000	1,062
4,764	2,300	207.1%	2,060	231.0%	Repair & Maint - Equipment	22,205	20,700	107.0%	16,510	134.0%	27,600	30,935
162	200	81.0%	0	0.0%	Repair & Maint - Building	2,179	1,800	121.0%	1,380	158.0%	2,400	2,179
0	9,945	0.0%	10,500	0.0%	Equipment Lease	1,480	89,505	2.0%	91,170	2.0%	119,340	32,156
278	300	93.0%	304	91.0%	Utilities - Electric	2,199	2,700	81.0%	2,422	91.0%	3,600	3,138
1,963	1,800	109.0%	2,335	84.0%	Utilities - Other	18,815	16,200	116.0%	16,900	111.0%	21,600	25,327
256	225	114.0%	271	95.0%	Utilities - Water	2,822	2,025	139.0%	2,491	113.0%	2,700	3,709
0	160	0.0%	0	0.0%	Education & Training	82	785	10.0%	540	15.0%	785	82
0	0	0.0%	0	0.0%	Employee Relations	835	700	119.0%	734	114.0%	850	852
0	50	0.0%	0	0.0%	Employee Testing	212	150	142.0%	93	228.0%	200	344
0	0	0.0%	0	0.0%	O/S - Other	0	3,000	0.0%	3,000	0.0%	6,000	3,000
0	0	0.0%	0	0.0%	Tax/Licenses/Fees	715	0	0.0%	0	0.0%	0	905
18,088	27,320	66.2%	20,777	87.0%	TOTAL OPERATING EXPENSES	197,576	283,425	70.0%	262,524	75.0%	374,055	276,997
16,407	8,251	199.0%	25,406	65.0%	EBITDA	378,107	382,274	99.0%	356,211	106.0%	362,531	388,997
16,407	8,251	199.0%	25,406	65.0%	NET INCOME	378,107	382,274	99.0%	356,211	106.0%	362,531	388,997

The Golf Club at Cypress Head
Carts
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,710	51,656	112.%	54,594	106.%	Cart Fee	600,753	567,112	106.%	544,422	110.%	703,621	737,427
57,710	51,656	112.%	54,594	106.%	Total Revenues	600,753	567,112	106.%	544,422	110.%	703,621	737,427
GROSS MARGIN												
57,710	51,656	112.%	54,594	106.%		600,753	567,112	106.%	544,422	110.%	703,621	737,427
PAYROLL												
17,364	17,271	101.%	15,199	114.%	Gross Payroll - Hourly	140,874	151,197	93.%	133,661	105.%	202,577	175,205
17,364	17,271	101.%	15,199	114.%	S/T Wages	140,874	151,197	93.%	133,661	105.%	202,577	175,205
1,355	1,321	103.%	1,245	109.%	Payroll Tax - FICA	10,977	11,567	95.%	10,521	104.%	15,497	13,668
103	152	68.%	51	203.%	Payroll Tax - UC	839	890	94.%	989	85.%	1,191	1,082
281	196	143.%	137	205.%	Payroll Tax - WC	2,284	1,675	136.%	2,444	93.%	2,259	3,025
24	26	90.%	33	71.%	Benefits	220	241	91.%	172	128.%	322	296
1,763	1,696	104.%	1,466	120.%	S/T Adders	14,320	14,372	100.%	14,126	101.%	19,269	18,071
19,127	18,968	101.%	16,666	115.%	TOTAL PAYROLL	155,194	165,569	94.%	147,787	105.%	221,847	193,275
OPERATING EXPENSES												
117	0	0.0%	0	0.0%	Cart Supplies	449	400	112.%	429	105.%	450	508
0	0	0.0%	0	0.0%	Supplies	512	700	73.%	462	111.%	950	746
176	150	118.%	0	0.0%	Cart Repairs	1,542	400	385.%	107	1443.%	750	1,779
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	64,269	0.0%	64,269	0.0%	85,692	21,423
640	650	98.%	680	94.%	Utilities - Electric	6,083	5,850	104.%	6,261	97.%	7,800	8,000
933	7,941	12.%	7,821	12.%	TOTAL OPERATING EXPENSES	8,587	71,619	12.%	71,527	12.%	95,642	32,457
37,651	24,747	152.%	30,107	125.%	EBITDA	436,971	329,924	132.%	325,108	134.%	386,132	511,694
37,651	24,747	152.%	30,107	125.%	NET INCOME	436,971	329,924	132.%	325,108	134.%	386,132	511,694

The Golf Club at Cypress Head
Range
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
7,810	8,338	94.%	7,780	100.%	REVENUES	65,451	59,872	109.%	58,741	111.%	80,609	82,946
7,810	8,338	94.%	7,780	100.%	Range	65,451	59,872	109.%	58,741	111.%	80,609	82,946
7,810	8,338	94.%	7,780	100.%	Total Revenues	65,451	59,872	109.%	58,741	111.%	80,609	82,946
					GROSS MARGIN							
					OPERATING EXPENSES							
0	0	0.0%	0	0.0%	Range Balls	3,625	3,250	112.0%	3,250	112.0%	6,500	7,250
0	300	0.0%	0	0.0%	Range Equipment	1,111	700	159.0%	1,382	80.0%	1,000	1,111
0	300	0.0%	0	0.0%	Range Expenses	1,239	1,675	74.0%	1,501	83.0%	2,175	1,556
0	50	0.0%	0	0.0%	Repair & Maint - Equipment	23	450	5.0%	1,553	2.0%	600	23
0	650	0.0%	0	0.0%	TOTAL OPERATING EXPENSES	5,998	6,075	99.0%	7,687	78.0%	10,275	9,940
7,810	7,688	102.0%	7,780	100.0%	EBITDA	59,453	53,797	111.0%	51,055	116.0%	70,334	73,005
7,810	7,688	102.0%	7,780	100.0%	NET INCOME	59,453	53,797	111.0%	51,055	116.0%	70,334	73,005

The Golf Club at Cypress Head
Golf Shop
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
39,062	29,000	135.%	43,084	91.%	Merchandise	255,445	241,000	106.%	267,638	95.%	312,000	328,153
90	40	225.%	30	300.%	Handicap Fee	6,585	7,420	89.%	6,535	101.%	7,700	6,895
435	3,850	11.%	1,115	39.%	Lessons	12,096	17,450	69.%	12,475	97.%	26,850	13,801
915	800	114.%	965	95.%	Rental Clubs	11,029	8,269	133.%	9,118	121.%	9,769	14,298
40,502	33,690	120.%	45,194	90.%	Total Revenues	285,156	274,139	104.%	295,766	96.%	356,319	363,147
COST OF GOODS SOLD												
24,108	20,010	120.%	35,544	68.%	COGS - Merchandise	176,147	164,660	107.%	192,630	91.%	213,650	222,986
24,108	20,010	120.%	35,544	68.%	Total COGS	176,147	164,660	107.%	192,630	91.%	213,650	222,986
16,394	13,680	120.%	9,650	170.%	GROSS MARGIN	109,008	109,479	100.%	103,136	106.%	142,669	140,161
62.%	69.%	90.%	82.%	76.%	COGS - Merchandise %	69.%	68.%	101.%	72.%	96.%	68.%	808.%
PAYROLL												
3,880	3,713	105.%	4,289	90.%	Gross Payroll - Salaried	39,563	33,418	118.%	38,897	102.%	44,558	51,464
9,108	8,666	105.%	8,112	112.%	Gross Payroll - Hourly	63,705	77,296	82.%	65,520	97.%	103,479	84,619
12,989	12,379	105.%	12,401	105.%	S/T Wages	103,267	110,714	93.%	104,417	99.%	148,036	136,083
1,273	947	134.%	1,029	124.%	Payroll Tax - FICA	7,953	8,470	94.%	7,777	102.%	11,325	10,455
54	51	105.%	23	232.%	Payroll Tax - UC	330	432	76.%	435	76.%	554	404
215	141	153.%	105	205.%	Payroll Tax - WC	1,672	1,226	136.%	1,906	88.%	1,650	2,879
1,375	1,353	102.%	1,336	103.%	Benefits	12,311	11,837	104.%	11,150	110.%	15,898	15,789
2,917	2,492	117.%	2,493	117.%	S/T Adders	22,267	21,964	101.%	21,267	105.%	29,427	29,527
15,906	14,871	107.%	14,894	107.%	TOTAL PAYROLL	125,534	132,678	95.%	125,684	100.%	177,463	165,610
OPERATING EXPENSES												
0	0	0.0%	0	0.0%	Printing	1,300	2,900	45.0%	1,643	79.0%	3,100	2,165
0	100	0.0%	0	0.0%	Supplies	2,923	2,110	139.0%	4,825	61.0%	2,290	3,092
(88)	100	(88.0%)	923	(10.0%)	Tournament Expense	614	2,750	22.0%	5,616	11.0%	3,050	114
0	0	0.0%	0	0.0%	Handicap Expense	6,122	6,400	96.0%	6,412	95.0%	6,850	6,825
0	600	0.0%	0	0.0%	Lesson Expense	5,000	1,200	417.0%	583	857.0%	1,200	5,000
0	0	0.0%	0	0.0%	Education & Training	0	0	0.0%	602	0.0%	0	0
(88)	800	(11.0%)	923	(10.0%)	TOTAL OPERATING EXPENSES	15,958	15,360	104.0%	19,680	81.0%	16,490	17,195
576	(1,991)	(29.0%)	(6,167)	(9.0%)	EBITDA	(32,483)	(38,559)	84.0%	(42,229)	77.0%	(51,284)	(42,644)
576	(1,991)	(29.0%)	(6,167)	(9.0%)	NET INCOME	(32,483)	(38,559)	84.0%	(42,229)	77.0%	(51,284)	(42,644)

The Golf Club at Cypress Head
G A
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
15,002	14,273	105.%	13,703	109.%	Gross Payroll - Salaried	131,208	128,458	102.%	126,927	103.%	171,277	179,961
115	167	69.%	59	195.%	Gross Payroll - Hourly	1,207	1,521	79.%	1,220	99.%	2,034	1,469
15,117	14,440	105.%	13,762	110.%	S/T Wages	132,415	129,979	102.%	128,147	103.%	173,311	181,430
990	1,105	90.%	959	103.%	Payroll Tax - FICA	9,545	9,943	96.%	10,218	93.%	13,258	12,526
1	1	97.%	0	511.%	Payroll Tax - UC	91	137	67.%	12	769.%	141	94
247	164	150.%	122	202.%	Payroll Tax - WC	2,278	1,439	158.%	2,699	84.%	1,932	3,084
2,443	2,386	102.%	2,411	101.%	Benefits	22,077	20,883	106.%	21,789	101.%	28,042	29,240
3,681	3,657	101.%	3,492	105.%	S/T Adders	33,991	32,401	105.%	34,717	98.%	43,373	44,943
18,798	18,097	104.%	17,255	109.%	TOTAL PAYROLL	166,406	162,380	102.%	162,864	102.%	216,683	226,374
OPERATING EXPENSES												
385	200	192.%	530	73.%	Janitorial Supplies	4,775	2,700	177.%	4,006	119.%	3,600	5,572
0	0	0.0%	0	0.0%	Laundry/Uniforms	223	575	39.0%	42	538.0%	575	223
4,783	0	0.0%	0	0.0%	Mulch	4,783	0	0.0%	0	0.0%	0	4,783
713	300	238.0%	243	294.0%	Office Supplies	4,912	3,650	135.0%	4,362	113.0%	4,450	6,615
0	0	0.0%	0	0.0%	Printing	119	0	0.0%	0	0.0%	0	119
142	150	95.0%	142	100.0%	Alarm System	1,690	1,450	117.0%	1,428	118.0%	1,900	2,430
2,003	1,150	174.0%	1,526	131.0%	Computer Service	19,555	10,350	189.0%	15,340	127.0%	13,800	26,502
1,000	1,100	91.0%	1,000	100.0%	Contract Cleaning	9,000	9,900	91.0%	9,075	99.0%	13,200	12,000
(8,441)	0	0.0%	478	(1767.0%)	Guest Relations	3,789	2,260	168.0%	6,192	61.0%	2,360	3,789
0	0	0.0%	0	0.0%	Pest Control	0	0	0.0%	18	0.0%	0	0
7,328	0	0.0%	1,974	371.0%	Repair & Maint - Equipment	16,162	700	2309.0%	6,424	252.0%	1,700	16,413
3,279	200	1640.0%	1,524	215.0%	Repair & Maint - Building	9,550	1,800	531.0%	8,172	117.0%	2,400	10,582
206	206	100.0%	206	100.0%	Off-Site Storage	1,648	1,854	89.0%	1,854	89.0%	2,472	2,266
2,570	2,000	128.0%	2,800	92.0%	Utilities - Other	21,563	18,000	120.0%	20,539	105.0%	24,000	29,342
184	200	92.0%	199	92.0%	Utilities - Telephone/Fax	1,406	1,800	78.0%	1,791	79.0%	2,400	1,994
372	350	106.0%	306	121.0%	Bank Charges	3,795	3,250	117.0%	2,796	136.0%	4,200	4,939
67	0	0.0%	(1)	(6468.0%)	Cash Short/(Over)	(132)	0	0.0%	(998)	13.0%	0	(233)
240	330	73.0%	240	100.0%	Cell Phone	2,160	2,970	73.0%	2,160	100.0%	3,960	2,880
3,827	3,234	118.0%	3,008	127.0%	City Surcharge R & R	32,324	30,565	106.0%	30,174	107.0%	38,951	39,953
3,161	5,000	63.0%	4,688	67.0%	Credit Card Discounts	54,746	45,000	122.0%	47,927	114.0%	60,000	67,124
0	0	0.0%	2,503	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
1,800	0	0.0%	1,752	103.0%	Dues & Subscriptions	2,260	540	419.0%	2,292	99.0%	1,140	2,504
0	0	0.0%	220	0.0%	Education & Training	23	0	0.0%	220	10.0%	0	23
959	50	1918.0%	110	875.0%	Employee Relations	7,214	5,550	130.0%	8,583	84.0%	5,700	7,686
10,010	10,200	98.0%	9,192	109.0%	Insurance Expense	89,888	91,800	98.0%	82,899	108.0%	122,400	119,767
0	0	0.0%	35	0.0%	Member Relations	3,339	700	477.0%	991	337.0%	900	3,524
0	0	0.0%	0	0.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
391	450	87.0%	511	77.0%	Payroll Processing Fee	4,003	4,300	93.0%	4,593	87.0%	5,650	5,560
192	100	192.0%	71	269.0%	Postage/Shipping	1,601	800	200.0%	1,276	125.0%	1,100	2,053
(6)	(30)	20.0%	(30)	20.0%	Tax/Licenses/Fees	(11)	(270)	4.0%	(270)	4.0%	(285)	(101)
1,480	50	2960.0%	173	853.0%	Travel - Other	5,140	1,850	278.0%	3,843	134.0%	2,000	5,773
0	0	0.0%	37	0.0%	Employee Meals	0	0	0.0%	37	0.0%	0	0
36,645	25,240	145.0%	33,435	110.0%	TOTAL OPERATING EXPENSES	317,490	254,594	125.0%	278,265	114.0%	336,073	402,548
(55,444)	(43,337)	128.0%	(50,689)	109.0%	EBITDA	(483,897)	(416,974)	116.0%	(441,129)	110.0%	(552,756)	(628,921)
6,790	6,790	100.0%	6,592	103.0%	Management Fee	61,108	61,110	100.0%	59,328	103.0%	81,480	80,884
6,790	6,790	100.0%	6,592	103.0%	Management Fees	61,108	61,110	100.0%	59,328	103.0%	81,480	80,884
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	208	208	100.0%	208	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	652	652	100.0%	652	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	860	860	100.0%	860	100.0%	1,146	1,146
(62,329)	(50,222)	124.0%	(57,377)	109.0%	NET INCOME	(545,864)	(478,944)	114.0%	(501,316)	109.0%	(635,383)	(710,952)

The Golf Club at Cypress Head
Marketing
For the Nine Months Ending Monday, June 30, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,558	6,908	109.%	6,982	108.%	Gross Payroll - Salaried	65,437	62,175	105.%	62,092	105.%	82,900	88,069
7,558	6,908	109.%	6,982	108.%	S/T Wages	65,437	62,175	105.%	62,092	105.%	82,900	88,069
559	528	106.%	516	108.%	Payroll Tax - FICA	4,819	4,756	101.%	4,584	105.%	6,342	6,343
0	8	0.0%	0	0.0%	Payroll Tax - UC	54	109	49.%	102	53.%	123	54
124	79	158.%	74	167.%	Payroll Tax - WC	1,095	688	159.%	1,149	95.%	924	1,473
642	635	101.%	631	102.%	Benefits	5,759	5,548	104.%	4,902	117.%	7,454	7,642
1,325	1,250	106.%	1,221	108.%	S/T Adders	11,726	11,102	106.%	10,737	109.%	14,843	15,512
8,883	8,159	109.%	8,203	108.%	TOTAL PAYROLL	77,163	73,277	105.%	72,829	106.%	97,743	103,581
OPERATING EXPENSES												
0	0	0.0%	0	0.0%	Adv/Promo - Organizations	1,575	1,765	89.%	620	254.%	2,000	2,095
0	85	0.0%	60	0.0%	Adv/Promo - Promotional	942	745	126.%	60	1570.%	1,000	1,105
0	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	0	500	0.0%	0	0.0%	500	701
0	1,000	0.0%	0	0.0%	Adv/Promo - Direct Mail	4,328	3,000	144.%	0	0.0%	3,000	4,328
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	500	0.0%	0	0.0%	500	0
1,625	500	325.%	244	665.%	Adv/Promo - Mktg/Bus Dev	4,424	4,500	98.%	13,352	33.%	6,000	5,537
0	0	0.0%	1,158	0.0%	Adv/Promo - Radio/TV	0	3,700	0.0%	1,158	0.0%	5,000	0
0	800	0.0%	500	0.0%	Adv/Promo - Website	2,819	6,000	47.%	1,000	282.%	8,000	4,569
1,625	2,385	68.%	1,962	83.%	TOTAL OPERATING EXPENSES	14,089	20,710	68.%	16,190	87.%	26,000	18,335
(10,508)	(10,544)	100.%	(10,166)	103.%	EBITDA	(91,251)	(93,987)	97.%	(89,019)	103.%	(123,743)	(121,915)
(10,508)	(10,544)	100.%	(10,166)	103.%	NET INCOME	(91,251)	(93,987)	97.%	(89,019)	103.%	(123,743)	(121,915)

**The Golf Club at Cypress Head
Course Cash Flow Report
Monday, June 30, 2025**

	June	YTD
EBITDA	(\$3,507.78)	\$266,900.07
Management Fee Expense	(6,789.76)	(61,107.84)
Depreciation & Amortization	(95.53)	(859.77)
Net Income	(10,393.07)	204,932.46
 Working Capital Changes		
Inventory	6,102.06	(16,881.33)
Receivables	(9,081.99)	(15,889.44)
Payables	(6,153.69)	11,426.50
Due to from the City		(17,049.35)
Prepays	(42,931.00)	(2,890.38)
Accrued Liabilities	6,720.05	26,507.71
Other Liabilities	(20,295.72)	(75,064.43)
Depreciation & Amortization	95.53	859.77
Operating Cash Flow	(75,937.83)	115,951.51
 Investing Cash Flows		
 Financing Cash Flow		
 Net Cash Flows	(75,937.83)	115,951.51
 Beginning Cash	528,798.20	336,908.86
Net Cash Flows	(75,937.83)	115,951.51
Ending Cash	452,860.37	452,860.37

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:
Date: 6/1/2025 6/30/2025
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$482,226.52	\$178,673.23	\$254,772.00	(\$76,098.77)	\$406,127.75
	10050-5950-900	Cash - Course Payroll BMO	\$45,221.68	\$92,000.00	\$91,839.06	\$160.94	\$45,382.62
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$8,350.00	\$26,453.92	\$17,371.93	\$9,081.99	\$17,431.99
	12000-5950-900	Inventory - Merchandise	\$128,028.89	\$21,470.63	\$27,572.69	(\$6,102.06)	\$121,926.83
	13020-5950-900	Prepaid Insurance	\$9,309.96	\$53,701.35	\$9,309.96	\$44,391.39	\$53,701.35
	13040-5950-900	Prepaid Exp - Other	\$10,332.45	\$0.00	\$1,460.39	(\$1,460.39)	\$8,872.06
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,456.78)	\$0.00	\$23.12	(\$23.12)	(\$5,479.90)
	22080-5950-900	Accum. Deprec - Buildings	(\$28,714.83)	\$0.00	\$72.41	(\$28.41)	(\$28,787.24)
	30000-5950-900	Accts Pay - Trade	(\$61,833.10)	\$159,627.49	\$153,473.80	\$6,153.69	(\$55,679.41)
	30040-5950-900	Accts Pay - Other	(\$185,904.55)	\$544.11	\$544.11	\$0.00	(\$185,904.55)
	31000-5950-900	Accrued Expenses	\$0.00	\$0.00	\$700.00	(\$700.00)	(\$700.00)
	31020-5950-900	Accrued Payroll	(\$67,023.64)	\$49,875.60	\$55,821.98	(\$5,946.38)	(\$72,970.02)
	31080-5950-900	Accrued Tips Payable	(\$748.00)	\$2,750.80	\$4,475.01	(\$1,724.21)	(\$2,472.21)
	31220-5950-900	Accrued Sales Tax	(\$11,363.08)	\$11,363.08	\$9,712.54	\$1,650.54	(\$9,712.54)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,827.36	\$3,827.36	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,519.22)	\$1,236.22	\$3,982.51	(\$2,746.29)	(\$11,265.51)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$19,896.57)	\$10,797.77	\$4,855.00	\$5,942.77	(\$13,953.80)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$11,571.42)	\$2,893.03	\$0.00	\$2,893.03	(\$8,678.39)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$29,061.25)	\$7,482.07	\$867.00	\$6,615.07	(\$22,446.18)
	32070-5950-900	Deferred Rev - Gift Cards	(\$31,938.67)	\$1,456.81	\$2,115.00	(\$658.19)	(\$32,596.86)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,360.62)	\$634.00	\$815.00	(\$181.00)	(\$12,541.62)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$24,305.46)	\$6,870.33	\$0.00	\$6,870.33	(\$17,435.13)
	32180-5950-900	Deferred Rev - Package Deposits	(\$6,942.00)	\$2,340.00	\$780.00	\$1,560.00	(\$5,382.00)
	49020-5950-900	Retained Earnings - Current	(\$2.72)	\$0.00	\$0.00	\$0.00	(\$2.72)
	50000-5950-100	Green Fees - Annual Pass	(\$72,911.32)	\$0.00	\$10,375.10	(\$10,375.10)	(\$83,286.42)
	50030-5950-100	Green Fees - League	(\$0.32)	\$0.00	\$0.00	\$0.00	(\$0.32)
	5003A-5950-100	Green Fee - Group	(\$97,837.85)	\$0.00	\$6,569.00	(\$6,569.00)	(\$104,406.85)
	50040-5950-100	Green Fees - Member	(\$2,222.75)	\$0.00	\$132.88	(\$132.88)	(\$2,355.63)
	5006A-5950-100	Green Fee - Junior	(\$7,470.35)	\$0.00	\$1,027.69	(\$1,027.69)	(\$8,498.04)
	50070-5950-100	Green Fees - (surcharge)	(\$29,294.12)	\$3,827.36	\$7,654.72	(\$3,827.36)	(\$33,121.48)
	5007A-5950-100	Green Fee - League	(\$62,536.14)	\$0.00	\$4,357.94	(\$4,357.94)	(\$66,894.08)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$186,368.77)	\$0.00	\$14,016.00	(\$14,016.00)	(\$200,384.77)
	5011A-5950-100	Green Fee - Non-Revenue	(\$20.00)	\$0.00	\$0.00	\$0.00	(\$20.00)
	5012A-5950-100	Green Fee - Outing	(\$62,958.00)	\$0.00	\$6,964.00	(\$6,964.00)	(\$69,922.00)
	5014A-5950-100	Green Fee - Resident	(\$180,546.99)	\$11,917.47	\$26,366.32	(\$14,448.85)	(\$194,995.84)
	5015A-5950-100	Green Fee - Senior	(\$184,232.67)	\$0.00	\$17,392.00	(\$17,392.00)	(\$201,624.67)
	5019A-5950-100	Green Fee - Wholesale	(\$8,200.90)	\$0.00	\$63.28	(\$63.28)	(\$8,264.18)
	50500-5950-200	Cart Fee 18	(\$477,622.96)	\$0.00	\$50,840.13	(\$50,840.13)	(\$528,463.09)
	50520-5950-200	Cart Fee - Annual Trail	(\$65,419.10)	\$0.00	\$6,870.33	(\$6,870.33)	(\$72,289.43)
	52090-5950-600	Handicap Fee	(\$6,495.00)	\$0.00	\$90.00	(\$90.00)	(\$6,585.00)
	52150-5950-600	Lessons	(\$11,661.41)	\$0.00	\$435.00	(\$435.00)	(\$12,096.41)
	52280-5950-600	Rental Clubs	(\$10,113.95)	\$0.00	\$915.00	(\$915.00)	(\$11,028.95)
	52310-5950-600	Retail	(\$216,383.75)	\$0.00	\$39,061.67	(\$39,061.67)	(\$255,445.42)
	53050-5950-220	Range Pass Revenue	(\$57,641.29)	\$0.00	\$7,809.83	(\$7,809.83)	(\$65,451.12)
	56120-5950-100	City Surcharge R & R	(\$28,496.63)	\$0.00	\$3,827.36	(\$3,827.36)	(\$32,323.99)
	60000-5950-600	COGS - Merchandise - Accessories	\$152,039.74	\$24,107.67	\$0.00	\$24,107.67	\$176,147.41
	70000-5950-100	Gross Payroll - Salaried	\$94,878.21	\$17,663.85	\$5,887.95	\$11,775.90	\$106,654.11
	70000-5950-600	Gross Payroll - Salaried	\$35,682.20	\$6,156.52	\$2,276.18	\$3,880.34	\$39,562.54
	70000-5950-900	Gross Payroll - Salaried	\$116,205.91	\$22,059.44	\$7,057.14	\$15,002.30	\$131,208.21

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The Golf Club at Cypress Head

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	70000-5950-950	Gross Payroll - Salaried	\$57,879.04	\$10,528.98	\$2,971.16	\$7,557.82	\$65,436.86
	70010-5950-100	Gross Payroll - Hourly	\$233,813.65	\$44,712.02	\$14,659.58	\$30,052.44	\$263,866.09
	70010-5950-200	Gross Payroll - Hourly	\$123,510.26	\$26,030.49	\$8,666.50	\$17,363.99	\$140,874.25
	70010-5950-600	Gross Payroll - Hourly	\$54,596.46	\$13,790.99	\$4,682.80	\$9,108.19	\$63,704.65
	70010-5950-900	Gross Payroll - Hourly	\$1,091.90	\$245.44	\$130.39	\$115.05	\$1,206.95
	71000-5950-100	Payroll Tax - FICA	\$24,394.82	\$4,653.48	\$1,537.54	\$3,115.94	\$27,510.76
	71000-5950-200	Payroll Tax - FICA	\$9,622.04	\$2,039.22	\$683.82	\$1,355.40	\$10,977.44
	71000-5950-600	Payroll Tax - FICA	\$6,679.76	\$1,809.59	\$536.17	\$1,273.42	\$7,953.18
	71000-5950-900	Payroll Tax - FICA	\$8,555.02	\$1,558.34	\$568.44	\$989.90	\$9,544.92
	71000-5950-950	Payroll Tax - FICA	\$4,259.16	\$777.38	\$217.93	\$559.45	\$4,818.61
	71010-5950-100	Payroll Tax - UC	\$809.84	\$35.49	\$0.00	\$35.49	\$845.33
	71010-5950-200	Payroll Tax - UC	\$736.15	\$102.76	\$0.00	\$102.76	\$838.91
	71010-5950-600	Payroll Tax - UC	\$275.70	\$54.04	\$0.00	\$54.04	\$329.74
	71010-5950-900	Payroll Tax - UC	\$89.83	\$1.43	\$0.00	\$1.43	\$91.26
	71010-5950-950	Payroll Tax - UC	\$53.66	\$0.00	\$0.00	\$0.00	\$53.66
	71020-5950-100	Payroll Tax - WC	\$5,370.98	\$675.14	\$0.00	\$675.14	\$6,046.12
	71020-5950-200	Payroll Tax - WC	\$2,003.57	\$280.50	\$0.00	\$280.50	\$2,284.07
	71020-5950-600	Payroll Tax - WC	\$1,457.29	\$215.05	\$0.00	\$215.05	\$1,672.34
	71020-5950-900	Payroll Tax - WC	\$2,031.45	\$246.62	\$0.00	\$246.62	\$2,278.07
	71020-5950-950	Payroll Tax - WC	\$970.83	\$123.90	\$0.00	\$123.90	\$1,094.73
	71030-5950-100	Benefits	\$22,641.44	\$6,656.90	\$3,805.77	\$2,851.13	\$25,492.57
	71030-5950-200	Benefits	\$195.65	\$733.59	\$709.73	\$23.86	\$129.51
	71030-5950-600	Benefits	\$10,936.38	\$2,563.53	\$1,188.58	\$1,374.95	\$12,311.33
	71030-5950-900	Benefits	\$19,634.04	\$4,504.37	\$2,061.52	\$2,442.85	\$22,076.89
	71030-5950-950	Benefits	\$5,117.28	\$886.36	\$244.84	\$641.52	\$5,758.80
	80110-5950-200	Cart Supplies	\$332.03	\$117.14	\$0.00	\$117.14	\$449.17
	80120-5950-100	Chemicals	\$8,187.98	\$819.77	\$0.00	\$819.77	\$9,007.75
	80170-5950-100	Course Accessories	\$5,439.26	\$71.40	\$0.00	\$71.40	\$5,510.66
	80230-5950-100	Fertilizer	\$47,910.69	\$2,731.38	\$0.00	\$2,731.38	\$50,642.07
	80250-5950-100	Flowers/Decor	\$0.00	\$92.33	\$0.00	\$92.33	\$92.33
	80270-5950-100	Fuel	\$11,812.93	\$866.77	\$0.00	\$866.77	\$12,679.70
	80280-5950-100	Fungicides	\$4,683.74	\$0.00	\$0.00	\$0.00	\$4,683.74
	80320-5950-100	Herbicides	\$22,418.77	\$2,554.93	\$0.00	\$2,554.93	\$24,973.70
	80370-5950-100	Insecticides	\$8,513.37	\$261.74	\$0.00	\$261.74	\$8,775.11
	80380-5950-900	Janitorial Supplies	\$4,390.11	\$384.92	\$0.00	\$384.92	\$4,775.03
	80420-5950-900	Laundry/Uniforms	\$223.09	\$0.00	\$0.00	\$0.00	\$223.09
	80470-5950-900	Mulch	\$0.00	\$4,783.20	\$0.00	\$4,783.20	\$4,783.20
	80520-5950-900	Office Supplies	\$4,199.29	\$713.09	\$0.00	\$713.09	\$4,912.38
	80590-5950-600	Printing	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00
	80590-5950-900	Printing	\$118.68	\$0.00	\$0.00	\$0.00	\$118.68
	80610-5950-220	Range Balls	\$3,625.00	\$0.00	\$0.00	\$0.00	\$3,625.00
	80620-5950-220	Range Equipment	\$1,110.73	\$0.00	\$0.00	\$0.00	\$1,110.73
	80630-5950-220	Range Expenses	\$1,239.20	\$0.00	\$0.00	\$0.00	\$1,239.20
	80690-5950-100	Sand/Topdress	\$8,479.91	\$1,891.82	\$0.00	\$1,891.82	\$10,371.73
	80710-5950-100	Seeds/Trees	\$8,436.10	\$0.00	\$0.00	\$0.00	\$8,436.10
	80730-5950-100	Small Tools	\$1,173.24	\$0.00	\$0.00	\$0.00	\$1,173.24
	80780-5950-200	Supplies	\$512.46	\$0.00	\$0.00	\$0.00	\$512.46
	80780-5950-600	Supplies	\$2,922.76	\$0.00	\$0.00	\$0.00	\$2,922.76
	80810-5950-600	Tournament Expense	\$701.44	\$317.76	\$405.55	(\$87.79)	\$613.65
	81010-5950-900	Alarm System	\$1,548.00	\$142.00	\$0.00	\$142.00	\$1,690.00
	81090-5950-200	Cart Repairs	\$1,365.57	\$176.41	\$0.00	\$176.41	\$1,541.98
	81130-5950-900	Computer Service	\$17,551.77	\$2,003.29	\$0.00	\$2,003.29	\$19,555.06
	81140-5950-900	Contract Cleaning	\$8,000.00	\$1,000.00	\$0.00	\$1,000.00	\$9,000.00
	81200-5950-900	Guest Relations	\$12,229.77	\$90.25	\$8,531.46	(\$8,441.21)	\$3,788.56
	81220-5950-600	Handicap Expense	\$6,121.50	\$0.00	\$0.00	\$0.00	\$6,121.50
	81250-5950-100	Irrigation	\$7,471.51	\$1,375.00	\$0.00	\$1,375.00	\$8,846.51
	81270-5950-600	Lesson Expense	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	81340-5950-100	Repair & Maint - Paths	\$838.40	\$0.00	\$0.00	\$0.00	\$838.40
	81350-5950-100	Repair & Maint - Equipment	\$17,441.62	\$4,876.60	\$112.79	\$4,763.81	\$22,205.43
	81350-5950-220	Repair & Maint - Equipment	\$23.45	\$0.00	\$0.00	\$0.00	\$23.45

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The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-900	Repair & Maint - Equipment	\$8,834.73	\$7,327.58	\$0.00	\$7,327.58	\$16,162.31
	81360-5950-100	Repair & Maint - Building	\$2,017.05	\$162.02	\$0.00	\$162.02	\$2,179.07
	81360-5950-900	Repair & Maint - Building	\$6,271.03	\$3,279.27	\$0.00	\$3,279.27	\$9,550.30
	82020-5950-100	Equipment Lease	\$1,480.00	\$0.00	\$0.00	\$0.00	\$1,480.00
	82060-5950-900	Off-Site Storage	\$1,442.00	\$206.00	\$0.00	\$206.00	\$1,648.00
	83000-5950-100	Utilities - Electric	\$1,921.04	\$277.73	\$0.00	\$277.73	\$2,198.77
	83000-5950-200	Utilities - Electric	\$5,443.81	\$639.58	\$0.00	\$639.58	\$6,083.39
	83020-5950-100	Utilities - Other	\$16,851.43	\$1,963.38	\$0.00	\$1,963.38	\$18,814.81
	83020-5950-900	Utilities - Other	\$18,992.98	\$2,569.78	\$0.00	\$2,569.78	\$21,562.76
	83030-5950-900	Utilities - Telephone/Fax	\$1,222.08	\$183.67	\$0.00	\$183.67	\$1,405.75
	83050-5950-100	Utilities - Water	\$2,566.11	\$256.07	\$0.00	\$256.07	\$2,822.18
	84020-5950-950	Adv/Promo - Direct Mail	\$4,328.00	\$0.00	\$0.00	\$0.00	\$4,328.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,799.08	\$1,625.24	\$0.00	\$1,625.24	\$4,424.32
	84070-5950-950	Adv/Promo - Organizations	\$1,575.00	\$0.00	\$0.00	\$0.00	\$1,575.00
	84080-5950-950	Adv/Promo - Promotional	\$942.20	\$0.00	\$0.00	\$0.00	\$942.20
	84110-5950-950	Adv/Promo - Website	\$2,819.00	\$0.00	\$0.00	\$0.00	\$2,819.00
	85020-5950-900	Bank Charges	\$3,422.42	\$372.18	\$0.00	\$372.18	\$3,794.60
	85050-5950-900	Cash Short/(Over)	(\$199.71)	\$567.46	\$500.19	\$67.27	(\$132.44)
	85060-5950-900	Cell Phone	\$1,920.00	\$240.00	\$0.00	\$240.00	\$2,160.00
	85070-5950-900	City Surcharge R & R	\$28,496.63	\$3,827.36	\$0.00	\$3,827.36	\$32,323.99
	85120-5950-900	Credit Card Discounts	\$51,585.06	\$3,405.84	\$245.00	\$3,160.84	\$54,745.90
	85140-5950-900	Donations	\$91.97	\$0.00	\$0.00	\$0.00	\$91.97
	85150-5950-900	Dues & Subscriptions	\$460.00	\$1,799.98	\$0.00	\$1,799.98	\$2,259.98
	85160-5950-100	Education & Training	\$82.00	\$0.00	\$0.00	\$0.00	\$82.00
	85160-5950-900	Education & Training	\$22.99	\$0.00	\$0.00	\$0.00	\$22.99
	85190-5950-100	Employee Relations	\$835.25	\$0.00	\$0.00	\$0.00	\$835.25
	85190-5950-900	Employee Relations	\$6,254.92	\$959.03	\$0.00	\$959.03	\$7,213.95
	85200-5950-100	Employee Testing	\$212.46	\$0.00	\$0.00	\$0.00	\$212.46
	85280-5950-900	Insurance Expense	\$79,878.32	\$10,009.96	\$0.00	\$10,009.96	\$89,888.28
	85320-5950-900	Member Relations	\$3,338.56	\$0.00	\$0.00	\$0.00	\$3,338.56
	85390-5950-900	O/S - Accounting	\$11,875.00	\$0.00	\$0.00	\$0.00	\$11,875.00
	85480-5950-900	Payroll Processing Fee	\$3,611.79	\$391.44	\$0.00	\$391.44	\$4,003.23
	85490-5950-900	Postage/Shipping	\$1,408.64	\$195.97	\$4.00	\$191.97	\$1,600.61
	85610-5950-100	Tax/Licenses/Fees	\$715.00	\$0.00	\$0.00	\$0.00	\$715.00
	85610-5950-900	Tax/Licenses/Fees	(\$5.00)	\$24.00	\$30.00	(\$6.00)	(\$11.00)
	85720-5950-900	Travel - Other	\$3,659.95	\$1,479.80	\$0.00	\$1,479.80	\$5,139.75
	90000-5950-900	Management Fee	\$54,318.08	\$6,789.76	\$0.00	\$6,789.76	\$61,107.84
	98020-5950-900	Deprec - Mach & Equip	\$184.96	\$23.12	\$0.00	\$23.12	\$208.08
	98040-5950-900	Deprec - Buildings	\$579.28	\$72.41	\$0.00	\$72.41	\$651.69
	R002A-5950-100	Rounds - Annual	20,551.00	473.00	0.00	473.00	21,024.00
	R003A-5950-100	Rounds - Group	23,859.00	369.00	0.00	369.00	24,228.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	3,557.00	166.00	0.00	166.00	3,723.00
	R007A-5950-100	Rounds - Green Fee - League	19,649.00	214.00	0.00	214.00	19,863.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	18,573.00	383.00	0.00	383.00	18,956.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	1,148.00	11.00	0.00	11.00	1,159.00
	R012A-5950-100	Rounds - Green Fee - Outing	13,594.00	287.00	0.00	287.00	13,881.00
	R014A-5950-100	Rounds - Resident	83,101.00	1,332.00	0.00	1,332.00	84,433.00
	R015A-5950-100	Rounds - Green Fee - Senior	35,400.00	550.00	0.00	550.00	35,950.00
	R016A-5950-100	Rounds - Green Fee - Staff	8,294.00	237.00	0.00	237.00	8,531.00
	R017A-5950-100	Rounds - Green Fee - Trade	4,513.00	53.00	0.00	53.00	4,566.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	880.00	0.00	0.00	0.00	880.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	171	\$0.00	\$916,874.15	\$916,874.15	\$0.00	\$0.00

The Golf Club at Cypress Head
 Course Cash Flow Report
 For the Year Ended Monday, June 30, 2025

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Actual	Actual	Actual
EBITDA	(48,231)	16,897	7,782	36,002	83,828	111,753	64,709	(2,331)	(3,508)			
Management Fee Expense	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)			
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)			
Net Income	(55,116)	10,012	896	29,116	76,943	104,868	57,823	(9,216)	(10,393)	0	0	0
Working Capital Changes												
Inventory	(9,783)	7,245	4,673	(13,630)	(10,778)	(1,449)	1,258	(519)	6,102			
Receivables	(17,039)	18,162	(5,457)	5,605	(1,548)	(658)	(2,860)	(3,013)	(9,082)			
Prepaid Expenses	(16,920)	(18,423)	12,607	13,614	(1,417)	10,464	11,445	28,671	(42,931)			
Payables	18,515	8,449	4,713	14,760	4,037	9,791	(7,334)	(35,350)	(6,154)			
Due to from the City	(17,593)	0	498	0	(498)	544	0	0	0			
Accrued Expenses	7,532	17,766	(5,549)	(27,083)	3,342	10,032	6,398	7,351	6,720			
Deferred Revenues	36,316	(21,096)	(5,163)	(11,332)	(14,143)	(14,567)	(16,437)	(8,347)	(20,296)			
Depreciation & Amortization	96	96	96	96	96	96	96	96	96			
Operating Cash Flow	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	0	0	0
Beginning Cash	336,909	282,915	305,124	312,436	323,582	379,616	498,737	549,125	528,798			
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	0	0	0
Ending Cash	282,915	305,124	312,436	323,582	379,616	498,737	549,125	528,798	452,860	0	0	0

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025
REVENUES													
Green Fees & Cart Fees	138,029.42	132,453.74	104,152.58	119,572.75	84,939.77	162,828.62	148,571.36	176,692.72	220,341.06	256,510.63	230,337.80	157,420.28	136,884.56
Merchandise	43,083.89	23,220.61	19,083.92	30,402.90	11,351.54	30,302.30	25,406.46	21,908.09	31,045.07	32,278.08	33,476.81	30,615.40	39,061.67
Other Pro Shop	2,109.98	2,034.39	1,774.39	1,475.00	1,242.45	2,683.00	1,960.00	1,516.00	6,047.56	6,690.00	3,672.00	4,459.35	1,440.00
Range	7,779.70	5,865.03	5,444.98	6,184.61	2,296.51	6,294.13	4,999.31	6,495.52	8,834.17	10,473.88	9,207.25	9,040.52	7,809.83
Other Operating Revenues	3,008.00	2,844.91	2,443.06	2,340.97	1,746.52	3,555.14	3,125.03	3,373.19	4,085.24	4,759.69	4,477.69	3,374.13	3,827.36
TOTAL REVENUE	194,010.99	166,418.68	132,898.93	159,976.23	101,576.79	205,663.19	184,062.16	209,985.52	270,353.10	310,712.28	281,171.55	204,909.68	189,023.42
COST OF SALES													
Merchandise	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76	24,107.67
TOTAL COGS	35,543.66	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76	24,107.67
PAYROLL													
Course and Grounds	40,260.93	47,477.30	43,491.45	45,854.54	49,171.10	47,569.72	47,302.12	49,942.73	45,419.67	46,470.48	47,631.17	48,401.95	48,506.04
Carts, Range, Starters, Etc.	16,665.60	12,785.16	12,762.52	12,533.41	11,201.65	15,165.97	15,101.81	17,089.85	16,397.73	20,099.57	21,871.63	19,139.46	19,126.51
Pro Shop	14,894.38	14,983.79	11,887.90	13,204.32	11,174.34	14,631.28	12,897.27	13,155.84	12,775.52	14,931.20	14,046.21	16,016.13	15,905.99
General and Administrative	17,254.52	17,950.28	18,018.61	23,998.53	18,349.71	23,543.09	13,589.38	18,795.31	17,191.39	18,915.34	18,445.78	18,778.15	18,798.15
Marketing	8,203.37	8,185.65	8,002.83	10,229.48	7,290.30	8,236.74	8,720.47	8,797.98	7,703.93	8,712.19	9,588.72	9,229.64	8,882.69
TOTAL PAYROLL	97,278.80	101,382.18	94,163.31	105,820.28	97,187.10	109,146.80	97,611.05	107,781.71	99,488.24	109,128.78	111,583.51	111,565.33	111,219.38
OPERATING EXPENSES													
Course and Grounds	20,776.66	28,438.50	31,391.29	19,591.18	15,230.30	23,835.93	14,845.31	17,323.90	20,072.62	23,700.20	27,910.16	36,569.44	18,088.15
Carts, Range, Starters, Etc.	7,821.09	11,775.57	8,367.17	7,669.52	715.08	738.69	5,463.29	1,135.40	825.83	1,287.50	2,343.60	1,142.86	933.13
Pro Shop	922.55	872.50	417.60	(52.60)	630.32	(543.75)	1,096.88	1,650.97	6,303.34	458.20	2,418.25	4,031.49	(87.79)
General and Administrative	33,434.87	26,357.30	28,109.87	30,589.93	27,593.44	30,674.23	38,163.82	33,897.51	34,585.54	37,014.04	48,833.45	30,083.04	36,645.42
Marketing	1,962.39	958.33	1,188.86	2,099.14	466.02	1,361.27	1,465.52	850.98	432.66	4,788.52	115.52	2,982.79	1,625.24
TOTAL OPERATING EXPENSES	64,917.56	68,402.20	69,474.79	59,897.17	44,635.16	56,066.37	61,034.82	54,858.76	62,219.99	67,248.46	81,620.98	74,809.62	57,204.15
TOTAL EXPENSES	197,740.02	179,175.67	177,125.68	189,677.42	149,807.70	188,766.33	176,280.47	173,983.88	186,524.99	198,959.34	216,463.00	207,240.71	192,531.20
EBITDA	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)	(3,507.78)

The Golf Club at Cypress Head
For the Nine Months Ending Monday, June 30, 2025

	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025
EBITDA	(3,729.03)	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)	(3,507.78)
MANAGEMENT FEES	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)
Interest Expense - Debt													
Interest Expense - Leases													
Interest Income													
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue													
Transfers from County													
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation													
Partnership Income/(Loss)													
Gain/(Loss) On Disposal Of Assets													
Other Expenses / Capital Reserve													
Taxes													
TOTAL OTHER INCOME (EXPENSE)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(10,416.56)	(19,444.52)	(50,914.28)	(36,388.72)	(55,116.20)	10,011.57	896.40	29,116.35	76,942.82	104,867.65	57,823.26	(9,216.32)	(10,393.07)
Paid Rounds	3,320.00	3,124.00	2,583.00	2,639.00	1,856.00	3,473.00	3,089.00	3,355.00	4,177.00	4,978.00	4,711.00	3,470.00	3,301.00
Annual Pass Rounds	317.00	354.00	371.00	298.00	207.00	404.00	416.00	496.00	535.00	577.00	599.00	444.00	473.00
Other Rounds	237.00	285.00	245.00	238.00	179.00	239.00	256.00	242.00	316.00	294.00	287.00	238.00	301.00
Total Rounds	3,874.00	3,763.00	3,199.00	3,175.00	2,242.00	4,116.00	3,761.00	4,093.00	5,028.00	5,849.00	5,597.00	4,152.00	4,075.00
Revenue/Paid Rounds	58.44	53.27	51.45	60.62	54.73	59.22	59.59	62.59	64.72	62.42	59.68	59.05	57.26
Revenue/Total Rounds	50.08	44.23	41.54	50.39	45.31	49.97	48.94	51.30	53.77	53.12	50.24	49.35	46.39

**The Golf Club at Cypress Head
Comparative Income Statement
For the Nine Months Ending Monday, June 30, 2025**

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	138,029	1,499,885	1,856,064	81.%	136,885	1,574,527	1,963,221	80.%
Merchandise	43,084	267,638	340,345	79.%	39,062	255,445	312,000	82.%
Other Pro Shop	2,110	28,128	33,412	84.%	1,440	29,710	44,319	67.%
Range	7,780	58,741	76,236	77.%	7,810	65,451	80,609	81.%
Other Operating Revenues	3,008	30,174	37,803	80.%	3,827	32,324	38,951	83.%
TOTAL REVENUE	194,011	1,884,567	2,343,861	80.%	189,023	1,957,458	2,439,100	80.%
COST OF SALES								
Merchandise	35,544	192,630	239,469	80.%	24,108	176,147	213,650	82.%
TOTAL COGS	35,544	192,630	239,469	80.%	24,108	176,147	213,650	82.%
COGS - Merchandise %	82.%	72.%	70.%	103.%	62.%	69.%	68.%	101.%
PAYROLL								
Course and Grounds	40,261	366,903	503,726	73.%	48,506	430,415	561,966	77.%
Carts, Range, Starters, Etc.	16,666	147,787	185,868	80.%	19,127	155,194	221,847	70.%
Pro Shop	14,894	125,684	165,760	76.%	15,906	125,534	177,463	71.%
General and Administrative	17,255	162,864	222,831	73.%	18,798	166,406	216,683	77.%
Marketing	8,203	72,829	99,247	73.%	8,883	77,163	97,743	79.%
TOTAL PAYROLL	97,279	876,067	1,177,432	74.%	111,219	954,712	1,275,702	75.%
OPERATING EXPENSES								
Course and Grounds	20,777	262,524	341,945	77.%	18,088	197,576	374,055	53.%
Carts, Range, Starters, Etc.	7,821	79,214	107,026	74.%	933	14,585	105,917	14.%
Pro Shop	923	19,680	20,918	94.%	(88)	15,958	16,490	97.%
General and Administrative	33,435	278,265	363,322	77.%	36,645	317,490	336,073	94.%
Marketing	1,962	16,190	20,436	79.%	1,625	14,089	26,000	54.%
TOTAL OPERATING EXPENSES	64,918	655,873	853,647	77.%	57,204	559,698	858,535	65.%
TOTAL EXPENSES	197,740	1,724,570	2,270,548	76.%	192,531	1,690,558	2,347,887	72.%

**The Golf Club at Cypress Head
Comparative Income Statement
For the Nine Months Ending Monday, June 30, 2025**

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,592)	(59,328)	(79,104)	75.%	(6,790)	(61,108)	(81,480)	75.%
Depreciation & Amortization	(96)	(860)	(1,146)	75.%	(96)	(860)	(1,146)	75.%
TOTAL OTHER INCOME (EXPENSE)	(6,688)	(60,188)	(80,250)	75.%	(6,885)	(61,968)	(82,626)	75.%
NET INCOME	(10,417)	99,809	(6,938)	(1439.%)	(10,393)	204,932	8,587	2387.%
Paid Rounds	3,320	33,198			3,301	32,410	41,475	78.%
Annual Pass Rounds	317	3,263			473	4,151	4,907	85.%
Other Rounds	237	2,333			301	2,352	2,739	86.%
Total Rounds	3,874	38,794			4,075	38,913	49,121	79.%
Revenue/Paid Rounds	58	57			57	60	59	103.%
Revenue/Total Rounds	50	49			46	50	50	101.%

August 21, 2025

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

Dear Ms. Fenwick,

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

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JULY 2025							
	Current			Year to Date			
	Actual	Budget	Variance vs. Budget	Actual	Budget	Prior Year	Variance vs. Budget
Revenue							
Green Fees	\$ 76,457	\$ 72,866	\$ 3,591	\$ 1,050,231	\$ 1,128,594	\$ 1,037,452	\$ (78,363)
Cart Fees	\$ 52,734	\$ 50,522	\$ 2,212	\$ 653,486	\$ 617,634	\$ 594,887	\$ 35,852
Range	\$ 5,698	\$ 7,450	\$ (1,752)	\$ 71,149	\$ 67,322	\$ 64,607	\$ 3,827
Golf Shop Revenues	\$ 26,770	\$ 28,570	\$ (1,800)	\$ 311,926	\$ 302,709	\$ 321,021	\$ 9,217
City Surcharge R/R	\$ 3,000	\$ 3,199	\$ (199)	\$ 35,324	\$ 33,764	\$ 33,019	\$ 1,560
Total Revenue	\$ 164,659	\$ 162,607	\$ 2,052	\$ 2,122,116	\$ 2,150,023	\$ 2,050,986	\$ (27,907)
Cost of Sales	\$ 16,962	\$ 17,250	\$ (288)	\$ 193,110	\$ 181,910	\$ 202,021	\$ 11,200
Merchandise	\$ 16,962	\$ 17,250	\$ (288)	\$ 193,110	\$ 181,910	\$ 202,021	\$ 11,200
Gross Margin	\$ 147,697	\$ 145,357	\$ 2,340	\$ 1,929,006	\$ 1,968,113	\$ 1,848,965	\$ (39,107)
Total Payroll	\$ 111,031	\$ 108,486	\$ 2,545	\$ 1,065,743	\$ 1,062,984	\$ 977,449	\$ 2,759
Total Operating Expenses	\$ 46,712	\$ 66,696	\$ (19,984)	\$ 606,410	\$ 718,479	\$ 724,275	\$ (112,069)
EBITDA	\$ (10,046)	\$ (29,825)	\$ 19,779	\$ 256,853	\$ 186,650	\$ 147,241	\$ 70,203
Other Expenses	\$ 6,886	\$ 6,886	\$ -	\$ 68,853	\$ 68,855	\$ 66,875	\$ (2)
Management Fee	\$ 6,790	\$ 6,790	\$ -	\$ 67,898	\$ 67,900	\$ 65,920	\$ (2)
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -	\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (16,932)	\$ (36,711)	\$ 19,779	\$ 188,000	\$ 117,795	\$ 80,366	\$ 70,205
Rounds							
Total Rounds	3,663	3,478	185	42,576	43,092	42,557	(516)
Paid Rounds	2,943	2,828	115	35,353	36,610	36,322	(1,257)
Avg. GF/CF Total rounds	\$35.27	\$35.48	\$ (0.21)	\$40.02	\$40.52	\$38.36	\$ (0.51)
Avg. GF/CF Paid rounds	\$43.90	\$43.63	\$ 0.27	\$48.19	\$47.70	\$44.94	\$ 0.49
Avg. Merchandise/round	\$7.31	\$8.21	\$ (0.91)	\$7.33	\$7.02	\$7.54	\$ 0.30

Overview:

July was a hot month, even by Florida's standards. The Sun shined for the most part, with some scattered afternoon thunderstorms. With 5.41" of recorded rainfall and the average high temperature of over 90°, we lost 1 day of golf and 4 other days were significantly affected by cart paths only. The heat indexes hit 105° on several days, making it more of a factor than rainfall. Total revenues came in at \$164.7K, over budget by \$2K. We played 3,663 total rounds to a budget of 3,478, over budget by 185 rounds.

- Total Payroll for the month was \$111K, \$2.5K over budget.
- Total Operating Expenses were \$46.7K, under by \$19.9K.
- Rounds were over budget by 185 rounds, yet under prior year by 100 rounds.
- EBITDA and Net Income were ahead of budget by \$19.8K.

Weather:**Summary**

Temperature (°F)	Max	Average	Min	▲
Max Temperature	97	90.39	84	
Avg Temperature	86.71	81.79	77.52	
Min Temperature	78	75.03	70	
Dew Point (°F)	Max	Average	Min	▲
Dew Point	79	74.19	67	
Precipitation (In)	Max	Average	Min	Sum ▲
Precipitation	2.16	0.17	0.00	5.41
Snowdepth	0.00	0.00	0.00	0.00
Wind (mph)	Max	Average	Min	▲
Wind	22	5.29	0	
Gust Wind	36	1.2	0	

CAPEX Projects:

- DTE Golf has been selected to perform our bunker renovation, which we hope to commence in October.
- We are still working to obtain our ProForce Blower, 3rd utility cart for Darren and a new range picker cart and assembly.
- Heading into 2026, we are looking to expand teeing grounds on the course and install an artificial tee line at the back of the range.

Tee Sheet Activity:

- There were 3,663 total rounds for the month which included 2,943 paid rounds, 467 Annual Pass rounds and 253 other rounds. These numbers are 185 rounds over budget.
- The average high temperatures exceeded 100° most of July, with many afternoon storms affecting pm play.
- Starters and Players Assistants earned a 9.6 Staff Experience rating in July.

JULY 2025 and YTD Rounds**Mix**

Type	Actual	Budget	Month -PY	YTD	YTD- Budg	YTD - PY
PAID	2,943	2,828	3,124	35,353	36,610	36,322
ANNUAL	467	436	354	4,618	4,063	3,617
OTHER	253	214	285	2,605	2,419	2,618
TOTAL ROUNDS	3,663	3,478	3,763	42,576	43,092	42,557

Course & Grounds

- Other than the periodic downbursts of rain, the golf course is presenting beautifully.
- Our monthly greens aeration went well, and the turf health is good.
- The Golf Course Conditions Satisfaction rating for July came in at 9.4, (down .1 from prior month).

Golf Operations

- We generated \$26.8K in Golf Shop sales (\$1.8K under budget). Our COGS (69%) were on budget.
- Cart revenue (\$52.7K) was \$2.2K over budget.
- Range revenue came in at \$5.7K, under budget by \$1.7K, as oppressive heat and periodic range closures limited range activity.
- The MGA and the WGA continued their league play in July. The MGA averaged 44 players in July, the WGA 18-holers, about 10, and the WGA 9-holers averaged 4 players.
- We hosted the US Kids Tour and the VFJGA Junior Tour in July.
- In July we hosted two Junior Golf camps, with a total of 32 students.

Marketing and Sales:

- We will continue to showcase our top 25 public courses in Florida by GolfPass, an affiliate of GolfNow. We are utilizing this badge in our campaigns.
- July and August events are minimal, but we are focusing on our Salute Scramble on 9/11.
- We are currently in the voting process for the 2025 “Best of Daytona” with regards to both the Public and Private Golf Course categories.
- We have a full schedule of emails with approximately 26,689 unique e-mail addresses (+258 from prior month). Our Facebook followers are at 1,718 (up 7) and Instagram is up to 604 (up 3) followers.

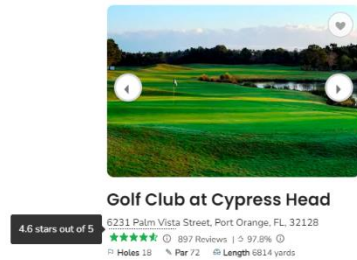
- Nightly surveys continued to be strong in July, highlighted by 61 surveys being submitted and an NPS of 91.8, the highest rating in the entire KemperSports portfolio. (Please see table).

	Last Month (Jul)					Total
	Week of 06/29	Week of 07/06	Week of 07/13	Week of 07/20	Week of 07/27	
# of responses	10	16	10	17	8	61
Net Promoter Score						
Property NPS	70.0	93.8	90.0	100.0	100.0	91.8
Key Metrics						
Likelihood to Return	90.0	93.8	100.0	100.0	100.0	96.7
Overall Experience Satisfaction	9.0	9.5	9.4	9.8	10.0	9.5
Service Satisfaction	9.7	9.9	9.8	9.8	10.0	9.8
Value Perception	9.2	9.2	9.4	9.8	9.6	9.5

Google



GolfAdvisor



SUMMARY:

July was a very good month, and we were able to increase our lead on the bottom line. The golf course has recovered nicely from a July greens aeration, and besides oppressive Summer heat and relentless afternoon thunderstorms, the golf course still offers the area's best golf experience.

Passholder play continues to increase as we realized a 32% growth in passholder rounds in July YOY. Outside tournaments were non-existent in July, but we did host the VFJGA tour and have 2 US Kids Golf events in early August. We also continue to host traveling golf groups, even as their numbers shrink some with the heat and cart path situations.

We will continue to focus on our KemperSports initiative to "Make Golf Cool". This initiative will center on Player Development and growing the game through junior golf. We hosted our final 2 Junior Golf camps in July, and anticipate a growth in Junior Golf due to the growing popularity of Youth on Course. Our local high school teams are gearing up for their Fall season, so there is never a shortage of junior golf activity at Cypress Head.

Looking ahead, August will continue to be slow for outside events, with the continued heat, and school starting back up. Our next big event is the Salute Scramble, hosted on 9/11, and we will raise money for the Folds of Honor. It will be a celebration of all Military and First Responders and the field is already filling up.

Our team continues to compliment the excellent golf with "Best in Class" service to the residents and guests of Port Orange. We look forward to continue to make Cypress Head Golf Club better in every way possible in the weeks and months ahead.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	7/31/2025
REVENUES													
Green Fees & Cart Fees	132,453.74	104,152.58	119,572.75	84,939.77	162,828.62	148,571.36	176,692.72	220,341.06	256,510.63	230,337.80	157,420.28	136,884.56	129,191.11
Merchandise	23,220.61	19,083.92	30,402.90	11,351.54	30,302.30	25,406.46	21,908.09	31,045.07	32,278.08	33,476.81	30,615.40	39,061.67	24,581.02
Other Pro Shop	2,034.39	1,774.39	1,475.00	1,242.45	2,683.00	1,960.00	1,516.00	6,047.56	6,690.00	3,672.00	4,459.35	1,440.00	2,189.39
Range	5,865.03	5,444.98	6,184.61	2,296.51	6,294.13	4,999.31	6,495.52	8,834.17	10,473.88	9,207.25	9,040.52	7,809.83	5,698.32
Other Operating Revenues	2,844.91	2,443.06	2,340.97	1,746.52	3,555.14	3,125.03	3,373.19	4,085.24	4,759.69	4,477.69	3,374.13	3,827.36	2,999.54
TOTAL REVENUE	166,418.68	132,898.93	159,976.23	101,576.79	205,663.19	184,062.16	209,985.52	270,353.10	310,712.28	281,171.55	204,909.68	189,023.42	164,659.38
COST OF SALES													
Merchandise	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76	24,107.67	16,962.17
TOTAL COGS	9,391.29	13,487.58	23,959.97	7,985.44	23,553.16	17,634.60	11,343.41	24,816.76	22,582.10	23,258.51	20,865.76	24,107.67	16,962.17
PAYROLL													
Course and Grounds	47,477.30	43,491.45	45,854.54	49,171.10	47,569.72	47,302.12	49,942.73	45,419.67	46,470.48	47,631.17	48,401.95	48,506.04	50,758.77
Carts, Range, Starters, Etc.	12,785.16	12,762.52	12,533.41	11,201.65	15,165.97	15,101.81	17,089.85	16,397.73	20,099.57	21,871.63	19,139.46	19,126.51	17,486.26
Pro Shop	14,983.79	11,887.90	13,204.32	11,174.34	14,631.28	12,897.27	13,155.84	12,775.52	14,931.20	14,046.21	16,016.13	15,905.99	15,787.72
General and Administrative	17,950.28	18,018.61	23,998.53	18,349.71	23,543.09	13,589.38	18,795.31	17,191.39	18,915.34	18,445.78	18,778.15	18,798.15	18,591.83
Marketing	8,185.65	8,002.83	10,229.48	7,290.30	8,236.74	8,720.47	8,797.98	7,703.93	8,712.19	9,588.72	9,229.64	8,882.69	8,406.85
TOTAL PAYROLL	101,382.18	94,163.31	105,820.28	97,187.10	109,146.80	97,611.05	107,781.71	99,488.24	109,128.78	111,583.51	111,565.33	111,219.38	111,031.43
OPERATING EXPENSES													
Course and Grounds	28,438.50	31,391.29	19,591.18	15,230.30	23,835.93	14,845.31	17,323.90	20,072.62	23,700.20	27,910.16	36,569.44	18,088.15	9,572.63
Carts, Range, Starters, Etc.	11,775.57	8,367.17	7,669.52	715.08	738.69	5,463.29	1,135.40	825.83	1,287.50	2,343.60	1,142.86	933.13	4,587.11
Pro Shop	872.50	417.60	(52.60)	630.32	(543.75)	1,096.88	1,650.97	6,303.34	458.20	2,418.25	4,031.49	(87.79)	1,027.68
General and Administrative	26,357.30	28,109.87	30,589.93	27,593.44	30,674.23	38,163.82	33,897.51	34,585.54	37,014.04	48,833.45	30,083.04	36,645.42	28,247.34
Marketing	958.33	1,188.86	2,099.14	466.02	1,361.27	1,465.52	850.98	432.66	4,788.52	115.52	2,982.79	1,625.24	3,277.26
TOTAL OPERATING EXPENSES	68,402.20	69,474.79	59,897.17	44,635.16	56,066.37	61,034.82	54,858.76	62,219.99	67,248.46	81,620.98	74,809.62	57,204.15	46,712.02
TOTAL EXPENSES	179,175.67	177,125.68	189,677.42	149,807.70	188,766.33	176,280.47	173,983.88	186,524.99	198,959.34	216,463.00	207,240.71	192,531.20	174,705.62
EBITDA	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)	(3,507.78)	(10,046.24)

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	7/31/2025
EBITDA	(12,756.99)	(44,226.75)	(29,701.19)	(48,230.91)	16,896.86	7,781.69	36,001.64	83,828.11	111,752.94	64,708.55	(2,331.03)	(3,507.78)	(10,046.24)
MANAGEMENT FEES	(6,592.00)	(6,592.00)	(6,592.00)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)	(6,789.76)
Interest Expense - Debt													
Interest Expense - Leases													
Interest Income													
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue													
Transfers from County													
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation													
Partnership Income/(Loss)													
Gain/(Loss) On Disposal Of Assets													
Other Expenses / Capital Reserve													
Taxes													
TOTAL OTHER INCOME (EXPENSE)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(19,444.52)	(50,914.28)	(36,388.72)	(55,116.20)	10,011.57	896.40	29,116.35	76,942.82	104,867.65	57,823.26	(9,216.32)	(10,393.07)	(16,931.53)
Paid Rounds	3,124.00	2,583.00	2,639.00	1,856.00	3,473.00	3,089.00	3,355.00	4,177.00	4,978.00	4,711.00	3,470.00	3,301.00	2,943.00
Annual Pass Rounds	354.00	371.00	298.00	207.00	404.00	416.00	496.00	535.00	577.00	599.00	444.00	473.00	467.00
Other Rounds	285.00	245.00	238.00	179.00	239.00	256.00	242.00	316.00	294.00	287.00	238.00	301.00	253.00
Total Rounds	3,763.00	3,199.00	3,175.00	2,242.00	4,116.00	3,761.00	4,093.00	5,028.00	5,849.00	5,597.00	4,152.00	4,075.00	3,663.00
Revenue/Paid Rounds	53.27	51.45	60.62	54.73	59.22	59.59	62.59	64.72	62.42	59.68	59.05	57.26	55.95
Revenue/Total Rounds	44.23	41.54	50.39	45.31	49.97	48.94	51.30	53.77	53.12	50.24	49.35	46.39	44.95

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

	7/31/2025	9/30/2024	7/31/2024
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	348,778	305,463	269,563
Cash - Payroll	93,328	30,096	76,249
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	443,456	336,909	347,162
Accounts Receivable			
A/R Member	110	1,543	0
Total Accounts Receivable	110	1,543	0
Other Current Assets			
Inventory - Merchandise	126,648	105,046	109,967
Prepaid Insurance	43,692	48,286	47,805
Prepaid Exp - Other	8,810	11,397	11,935
Total Other Current Assets	179,150	164,729	169,707
TOTAL CURRENT ASSETS	622,716	503,180	516,869
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(34,363)	(33,407)	(33,216)
TOTAL PROPERTY, PLANT AND EQUIPMENT	1,785	2,741	2,932
TOTAL ASSETS	624,501	505,921	519,801

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

	7/31/2025	9/30/2024	7/31/2024
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	48,633	44,253	48,045
Accts Pay - Other	185,905	202,954	209,582
Accrued Expenses	1,400	1,097	1,580
Accrued Payroll	80,822	49,798	70,106
Accrued Taxes	9,432	8,452	9,732
Deferred Revenue	110,306	199,364	100,389
TOTAL CURRENT LIABILITIES	436,498	505,918	439,434
TOTAL LIABILITIES	436,498	505,918	439,434
STOCKHOLDER'S EQUITY			
Retained Earnings	188,004	3	80,367
Net Retained Earnings	188,004	3	80,367
Stockholders Equity	188,004	3	80,367
TOTAL STOCKHOLDER'S EQUITY	188,004	3	80,367
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	624,501	505,921	519,801

**The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending Thursday, July 31, 2025**

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	132,454	1,632,339	1,856,064	88.%	129,191	1,703,718	1,963,221	87.%
Merchandise	23,221	290,859	340,345	85.%	24,581	280,026	312,000	90.%
Other Pro Shop	2,034	30,162	33,412	90.%	2,189	31,900	44,319	72.%
Range	5,865	64,607	76,236	85.%	5,698	71,149	80,609	88.%
Other Operating Revenues	2,845	33,019	37,803	87.%	3,000	35,324	38,951	91.%
TOTAL REVENUE	166,419	2,050,986	2,343,861	88.%	164,659	2,122,117	2,439,100	87.%
COST OF SALES								
Merchandise	9,391	202,021	239,469	84.%	16,962	193,110	213,650	90.%
TOTAL COGS	9,391	202,021	239,469	84.%	16,962	193,110	213,650	90.%
COGS - Merchandise %	40.%	69.%	70.%	99.%	69.%	69.%	68.%	101.%
PAYROLL								
Course and Grounds	47,477	414,380	503,726	82.%	50,759	481,174	561,966	86.%
Carts, Range, Starters, Etc.	12,785	160,572	185,868	86.%	17,486	172,680	221,847	78.%
Pro Shop	14,984	140,668	165,760	85.%	15,788	141,322	177,463	80.%
General and Administrative	17,950	180,814	222,831	81.%	18,592	184,998	216,683	85.%
Marketing	8,186	81,015	99,247	82.%	8,407	85,570	97,743	88.%
TOTAL PAYROLL	101,382	977,449	1,177,432	83.%	111,031	1,065,743	1,275,702	84.%
OPERATING EXPENSES								
Course and Grounds	28,439	290,962	341,945	85.%	9,573	207,149	374,055	55.%
Carts, Range, Starters, Etc.	11,776	90,990	107,026	85.%	4,587	19,172	105,917	18.%
Pro Shop	873	20,553	20,918	98.%	1,028	16,986	16,490	103.%
General and Administrative	26,357	304,622	363,322	84.%	28,247	345,738	336,073	103.%
Marketing	958	17,148	20,436	84.%	3,277	17,366	26,000	67.%
TOTAL OPERATING EXPENSES	68,402	724,275	853,647	85.%	46,712	606,410	858,535	71.%
TOTAL EXPENSES	179,176	1,903,745	2,270,548	84.%	174,706	1,865,263	2,347,887	79.%

**The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending Thursday, July 31, 2025**

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,592)	(65,920)	(79,104)	83.%	(6,790)	(67,898)	(81,480)	83.%
Depreciation & Amortization	(96)	(955)	(1,146)	83.%	(96)	(955)	(1,146)	83.%
TOTAL OTHER INCOME (EXPENSE)	(6,688)	(66,875)	(80,250)	83.%	(6,885)	(68,853)	(82,626)	83.%
NET INCOME	(19,445)	80,365	(6,938)	(1158.%)	(16,932)	188,001	8,587	2189.%
Paid Rounds	3,124	36,322			2,943	35,353	41,475	85.%
Annual Pass Rounds	354	3,617			467	4,618	4,907	94.%
Other Rounds	285	2,618			253	2,605	2,739	95.%
Total Rounds	3,763	42,557			3,663	42,576	49,121	87.%
Revenue/Paid Rounds	53	56			56	60	59	102.%
Revenue/Total Rounds	44	48			45	50	50	100.%

**The Golf Club at Cypress Head
Course Cash Flow Report
Thursday, July 31, 2025**

	July	YTD
EBITDA	(\$10,046.24)	\$256,853.83
Management Fee Expense	(6,789.76)	(67,897.60)
Depreciation & Amortization	(95.53)	(955.30)
Net Income	(16,931.53)	188,000.93
 Working Capital Changes		
Inventory	(4,721.19)	(21,602.52)
Receivables	17,322.00	1,432.56
Payables	(7,046.05)	4,380.45
Due to from the City		(17,049.35)
Prepays	10,071.31	7,180.93
Accrued Liabilities	5,798.86	32,306.57
Other Liabilities	(13,993.42)	(89,057.85)
Depreciation & Amortization	95.53	955.30
Operating Cash Flow	(9,404.49)	106,547.02
 Investing Cash Flows		
<hr/>		
Financing Cash Flow		
<hr/>		
Net Cash Flows	(9,404.49)	106,547.02
Beginning Cash	452,860.37	336,908.86
Net Cash Flows	(9,404.49)	106,547.02
Ending Cash	443,455.88	443,455.88

The Golf Club at Cypress Head
 Summary of All Units
 For the Ten Months Ending Thursday, July 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
76,457	72,866	105.%	81,989	93.%	Green Fees	1,050,231	1,128,594	93.%	1,037,452	101.%	1,259,601	1,187,748
52,734	50,522	104.%	50,465	104.%	Cart Fee	653,486	617,634	106.%	594,887	110.%	703,621	739,696
24,581	25,000	98.%	23,221	106.%	Merchandise	280,026	266,000	105.%	290,859	96.%	312,000	329,513
120	20	600.%	280	43.%	Handicap Fee	6,705	7,440	90.%	6,815	98.%	7,700	6,735
1,135	3,100	37.%	510	223.%	Lessons	13,231	20,550	64.%	12,985	102.%	26,850	14,426
934	450	208.%	1,244	75.%	Rental Clubs	11,963	8,719	137.%	10,363	115.%	9,769	13,988
5,698	7,450	76.%	5,865	97.%	Range	71,149	67,322	106.%	64,607	110.%	80,609	82,779
3,000	3,199	94.%	2,845	105.%	City Surcharge R & R	35,324	33,764	105.%	33,019	107.%	38,951	40,108
164,659	162,606	101.%	166,419	99.%	Total Revenues	2,122,117	2,150,023	99.%	2,050,986	103.%	2,439,100	2,414,992
COST OF GOODS SOLD												
16,962	17,250	98.%	9,391	181.%	COGS - Merchandise	193,110	181,910	106.%	202,021	96.%	213,650	230,557
16,962	17,250	98.%	9,391	181.%	Total COGS	193,110	181,910	106.%	202,021	96.%	213,650	230,557
147,697	145,356	102.%	157,027	94.%	GROSS MARGIN	1,929,007	1,968,113	98.%	1,848,964	104.%	2,225,450	2,184,435
69.%	69.%	100.%	40.%	173.%	COGS - Merchandise %	69.%	68.%	101.%	69.%	100.%	68.%	837.%
PAYROLL												
37,836	36,614	103.%	36,872	103.%	Gross Payroll - Salaried	380,698	366,143	104.%	367,822	104.%	439,372	462,694
56,447	55,747	101.%	49,308	114.%	Gross Payroll - Hourly	526,099	538,803	98.%	459,776	114.%	646,520	614,318
94,283	92,361	102.%	86,180	109.%	S/T Wages	906,797	904,946	100.%	827,598	110.%	1,085,892	1,077,013
7,306	7,066	103.%	6,564	111.%	Payroll Tax - FICA	68,111	69,228	98.%	62,831	108.%	83,071	79,947
209	195	107.%	147	142.%	Payroll Tax - UC	2,368	2,623	90.%	2,465	96.%	2,873	2,591
2,222	1,050	212.%	1,482	150.%	Payroll Tax - WC	15,598	10,048	155.%	15,312	102.%	12,105	19,385
7,011	7,813	90.%	7,008	100.%	Benefits	72,870	76,138	96.%	69,243	105.%	91,762	86,791
16,748	16,125	104.%	15,202	110.%	S/T Adders	158,947	158,038	101.%	149,851	106.%	189,810	188,714
111,031	108,486	102.%	101,382	110.%	TOTAL PAYROLL	1,065,743	1,062,984	100.%	977,449	109.%	1,275,702	1,265,727
OPERATING EXPENSES												
0	0	0.%	0	0.%	Cart Supplies	449	400	112.%	429	105.%	450	508
0	800	0.%	1,759	0.%	Chemicals	9,008	8,000	113.%	6,969	129.%	9,600	9,538
0	600	0.%	491	0.%	Course Accessories	5,511	3,600	153.%	4,404	125.%	5,600	5,786
966	3,000	32.%	4,218	23.%	Fertilizer	51,608	55,100	94.%	40,398	128.%	60,100	55,408
126	0	0.%	0	0.%	Flowers/Decor	218	1,400	16.%	60	364.%	2,100	295
2,242	1,600	140.%	1,768	127.%	Fuel	14,922	16,600	90.%	14,329	104.%	21,100	19,296
0	0	0.%	2,310	0.%	Fungicides	4,684	4,600	102.%	7,024	67.%	6,600	4,227
(1,397)	3,000	(47.%)	1,975	(71.%)	Herbicides	23,576	29,900	79.%	34,731	68.%	35,900	24,466
0	1,200	0.%	575	0.%	Insecticides	8,775	10,400	84.%	8,527	103.%	12,800	8,883
452	500	90.%	782	58.%	Janitorial Supplies	5,227	3,200	163.%	4,787	109.%	3,600	5,242
0	0	0.%	0	0.%	Laundry/Uniforms	223	575	39.%	42	538.%	575	223
0	0	0.%	0	0.%	Mulch	4,783	0	0.%	0	0.%	0	4,783
550	250	220.%	396	139.%	Office Supplies	5,462	3,900	140.%	4,758	115.%	4,450	6,769
0	200	0.%	0	0.%	Printing	1,419	3,100	46.%	1,643	86.%	3,100	2,284
3,250	0	0.%	3,750	87.%	Range Balls	6,875	3,250	212.%	7,000	98.%	6,500	6,750
0	0	0.%	0	0.%	Range Equipment	1,111	700	159.%	1,382	80.%	1,000	1,111
595	0	0.%	0	0.%	Range Expenses	1,835	1,675	110.%	1,501	122.%	2,175	2,152
947	1,500	63.%	403	235.%	Sand/Topdress	11,319	11,500	98.%	10,179	111.%	15,000	14,605
0	1,500	0.%	0	0.%	Seeds/Trees	8,436	7,900	107.%	5,420	156.%	7,900	8,436
0	0	0.%	0	0.%	Small Tools	1,173	1,200	98.%	325	361.%	1,800	1,214
0	0	0.%	0	0.%	Staff/Volunteer Uniforms	0	0	0.%	96	0.%	0	218
0	30	0.%	170	0.%	Supplies	3,435	2,840	121.%	5,456	63.%	3,240	3,669
308	50	615.%	0	0.%	Tournament Expense	921	2,800	33.%	5,616	16.%	3,050	421
142	150	95.%	142	100.%	Alarm System	1,832	1,600	115.%	1,570	117.%	1,900	2,430
83	50	166.%	237	35.%	Cart Repairs	1,625	450	361.%	344	472.%	750	1,625
1,466	1,150	128.%	1,845	79.%	Computer Service	21,022	11,500	183.%	17,185	122.%	13,800	26,123
1,000	1,100	91.%	1,000	100.%	Contract Cleaning	10,000	11,000	91.%	10,075	99.%	13,200	12,000
601	50	1202.%	0	0.%	Guest Relations	4,390	2,310	190.%	6,192	71.%	2,360	4,390
720	450	160.%	703	102.%	Handicap Expense	6,842	6,850	100.%	7,115	96.%	6,850	6,842
1,075	540	199.%	(410)	(262.%)	Irrigation	9,921	5,400	184.%	4,397	226.%	6,480	11,802
0	0	0.%	0	0.%	Lesson Expense	5,000	1,200	417.%	583	857.%	1,200	5,000
0	0	0.%	0	0.%	Pest Control	0	0	0.%	18	0.%	0	0
0	0	0.%	224	0.%	Repair & Maint - Paths	838	4,000	21.%	3,740	22.%	4,000	838
3,228	2,850	113.%	3,317	97.%	Repair & Maint - Equipment	41,619	24,700	168.%	27,805	150.%	29,900	47,282

The Golf Club at Cypress Head
 Summary of All Units
 For the Ten Months Ending Thursday, July 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
626	400	157.%	134	466.%	Repair & Maint - Building	12,356	4,000	309.%	9,686	128.%	4,800	13,253
0	7,141	0.0%	7,141	0.0%	Cart Lease	0	71,410	0.0%	71,410	0.0%	85,692	14,282
185	9,945	2.2%	9,676	2.2%	Equipment Lease	1,665	99,450	2.2%	100,846	2.2%	119,340	22,665
206	206	100.0%	206	100.0%	Off-Site Storage	1,854	2,060	90.0%	2,060	90.0%	2,472	2,266
982	950	103.3%	951	103.3%	Utilities - Electric	9,264	9,500	98.8%	9,634	96.6%	11,400	11,169
3,907	3,800	103.3%	3,605	108.8%	Utilities - Other	44,285	38,000	117.7%	41,044	108.8%	45,600	54,972
184	200	92.0%	199	92.0%	Utilities - Telephone/Fax	1,589	2,000	79.4%	1,990	80.0%	2,400	1,978
256	225	114.2%	337	76.6%	Utilities - Water	3,078	2,250	137.2%	2,828	109.9%	2,700	3,628
0	0	0.0%	520	0.0%	Adv/Promo - Organizations	1,575	1,765	89.3%	1,140	138.8%	2,000	1,575
1,249	85	1469.4%	118	1060.0%	Adv/Promo - Promotional	2,191	830	264.0%	178	1232.0%	1,000	2,236
439	0	0.0%	0	0.0%	Adv/Promo - Local/Regional Print	439	500	88.0%	0	0.0%	500	1,140
0	0	0.0%	0	0.0%	Adv/Promo - Direct Mail	4,328	3,000	144.3%	0	0.0%	3,000	4,328
0	0	0.0%	0	0.0%	Adv/Promo - Special Events	0	500	0.0%	0	0.0%	500	0
62	500	12.4%	71	87.7%	Adv/Promo - Mktg/Bus Dev	4,486	5,000	90.0%	13,422	33.3%	6,000	5,528
0	1,300	0.0%	0	0.0%	Adv/Promo - Radio/TV	0	5,000	0.0%	1,158	0.0%	5,000	0
1,528	600	255.0%	250	611.1%	Adv/Promo - Website	4,347	6,600	66.0%	1,250	348.8%	8,000	5,847
374	350	107.1%	332	113.3%	Bank Charges	4,169	3,600	116.1%	3,128	133.3%	4,200	4,981
4	0	0.0%	32	12.5%	Cash Short/(Over)	(129)	0	0.0%	(966)	13.3%	0	(262)
240	330	73.0%	240	100.0%	Cell Phone	2,400	3,300	73.0%	2,400	100.0%	3,960	2,880
3,000	3,199	94.1%	2,845	105.5%	City Surcharge R & R	35,324	33,764	105.0%	33,019	107.7%	38,951	40,108
3,334	5,000	67.0%	4,655	72.0%	Credit Card Discounts	58,080	50,000	116.2%	52,582	110.0%	60,000	65,803
0	0	0.0%	0	0.0%	Donations	92	0	0.0%	0	0.0%	0	92
0	600	0.0%	0	0.0%	Dues & Subscriptions	2,260	1,140	198.3%	2,292	99.9%	1,140	2,504
0	0	0.0%	0	0.0%	Education & Training	105	785	13.1%	1,362	8.0%	785	105
2,223	200	1111.5%	298	745.0%	Employee Relations	10,272	6,450	159.3%	9,615	107.7%	6,550	10,462
0	50	0.0%	0	0.0%	Employee Testing	212	200	106.0%	93	228.0%	200	344
10,709	10,200	105.0%	9,910	108.0%	Insurance Expense	100,597	102,000	99.0%	92,809	108.0%	122,400	120,567
30	200	15.0%	0	0.0%	Member Relations	3,368	900	374.0%	991	340.0%	900	3,554
0	0	0.0%	0	0.0%	O/S - Accounting	11,875	12,500	95.0%	12,500	95.0%	17,500	18,375
0	0	0.0%	0	0.0%	O/S - Other	0	3,000	0.0%	3,000	0.0%	6,000	3,000
405	450	90.0%	519	78.0%	Payroll Processing Fee	4,408	4,750	93.0%	5,112	86.0%	5,650	5,446
91	100	91.0%	161	56.0%	Postage/Shipping	1,691	900	188.0%	1,437	118.0%	1,100	1,983
310	45	689.0%	160	194.0%	Tax/Licenses/Fees	1,014	(225)	(451.0%)	(110)	(922.0%)	(285)	954
16	50	32.0%	387	4.0%	Travel - Other	5,156	1,900	271.0%	4,230	122.0%	2,000	5,402
0	0	0.0%	0	0.0%	Employee Meals	0	0	0.0%	37	0.0%	0	0
46,712	66,696	70.0%	68,402	68.0%	TOTAL OPERATING EXPENSES	606,410	718,479	84.4%	724,275	84.4%	858,535	735,782
(10,046)	(29,825)	34.0%	(12,757)	79.0%	EBITDA	256,854	186,650	138.0%	147,240	174.0%	91,213	182,926
6,790	6,790	100.0%	6,592	103.0%	Management Fee	67,898	67,900	100.0%	65,920	103.0%	81,480	81,082
6,790	6,790	100.0%	6,592	103.0%	Management Fees	67,898	67,900	100.0%	65,920	103.0%	81,480	81,082
23	23	100.0%	23	100.0%	Deprec - Mach & Equip	231	231	100.0%	231	100.0%	277	277
72	72	100.0%	72	100.0%	Deprec - Buildings	724	724	100.0%	724	100.0%	869	869
96	96	100.0%	96	100.0%	S/T DEPR. & AMORT	955	955	100.0%	955	100.0%	1,146	1,146
(16,932)	(36,711)	46.0%	(19,445)	87.0%	NET INCOME	188,001	117,795	160.0%	80,365	234.0%	8,587	100,698

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
129,191	123,387	105.%	132,454	98.%	Green Fees & Cart Fees	1,703,718	1,746,228	98.%	1,632,339	104.%	1,963,221	1,927,443
24,581	25,000	98.%	23,221	106.%	Merchandise	280,026	266,000	105.%	290,859	96.%	312,000	329,513
2,189	3,570	61.%	2,034	108.%	Other Pro Shop	31,900	36,709	87.%	30,162	106.%	44,319	35,149
5,698	7,450	76.%	5,865	97.%	Range	71,149	67,322	106.%	64,607	110.%	80,609	82,779
3,000	3,199	94.%	2,845	105.%	Other Operating Revenues	35,324	33,764	105.%	33,019	107.%	38,951	40,108
164,659	162,606	101.%	166,419	99.%	TOTAL REVENUE	2,122,117	2,150,023	99.%	2,050,986	103.%	2,439,100	2,414,992
COST OF SALES												
16,962	17,250	98.%	9,391	181.%	Merchandise	193,110	181,910	106.%	202,021	96.%	213,650	230,557
16,962	17,250	98.%	9,391	181.%	TOTAL COGS	193,110	181,910	106.%	202,021	96.%	213,650	230,557
PAYROLL												
50,759	47,462	107.%	47,477	107.%	Course and Grounds	481,174	468,056	103.%	414,380	116.%	561,966	570,520
17,486	19,574	89.%	12,785	137.%	Carts, Range, Starters, Etc.	172,680	185,143	93.%	160,572	108.%	221,847	197,976
15,788	15,188	104.%	14,984	105.%	Pro Shop	141,322	147,866	96.%	140,668	100.%	177,463	166,414
18,592	18,103	103.%	17,950	104.%	General and Administrative	184,998	180,483	103.%	180,814	102.%	216,683	227,015
8,407	8,159	103.%	8,186	103.%	Marketing	85,570	81,435	105.%	81,015	106.%	97,743	103,802
111,031	108,486	102.%	101,382	110.%	TOTAL PAYROLL	1,065,743	1,062,984	100.%	977,449	109.%	1,275,702	1,265,727
OPERATING EXPENSES												
9,573	28,710	33.%	28,439	34.%	Course and Grounds	207,149	312,135	66.%	290,962	71.%	374,055	258,131
4,587	7,891	58.%	11,776	39.%	Carts, Range, Starters, Etc.	19,172	85,585	22.%	90,990	21.%	105,917	35,209
1,028	730	141.%	873	118.%	Pro Shop	16,986	16,090	106.%	20,553	83.%	16,490	17,351
28,247	26,880	105.%	26,357	107.%	General and Administrative	345,738	281,474	123.%	304,622	113.%	336,073	404,438
3,277	2,485	132.%	958	342.%	Marketing	17,366	23,195	75.%	17,148	101.%	26,000	20,654
46,712	66,696	70.%	68,402	68.%	TOTAL OPERATING EXPENSES	606,410	718,479	84.%	724,275	84.%	858,535	735,782
174,706	192,432	91.%	179,176	98.%	TOTAL EXPENSES	1,865,263	1,963,373	95.%	1,903,745	98.%	2,347,887	2,232,066
(10,046)	(29,825)	34.%	(12,757)	79.%	EBITDA	256,854	186,650	138.%	147,240	174.%	91,213	182,926

The Golf Club at Cypress Head
For the Ten Months Ending Thursday, July 31, 2025

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
(10,046)	(29,825)	34.%	(12,757)	79.%	EBITDA	256,854	186,650	138.%	147,240	174.%	91,213	182,926
(6,790)	(6,790)	100.%	(6,592)	103.%	MANAGEMENT FEES	(67,898)	(67,900)	100.%	(65,920)	103.%	(81,480)	(81,082)
(96)	(96)	100.%	(96)	100.%	OTHER INCOME (EXPENSE)	(955)	(955)	100.%	(955)	100.%	(1,146)	(1,146)
(96)	(96)	100.%	(96)	100.%	Depreciation & Amortization	(955)	(955)	100.%	(955)	100.%	(1,146)	(1,146)
(16,932)	(36,711)	46.%	(19,445)	87.%	TOTAL OTHER INCOME (EXPENSE)	188,001	117,795	160.%	80,365	234.%	8,587	100,698
					NET INCOME							
2,943	2,828	104.%	3,124	94.%	Paid Rounds	35,353	36,610	97.%	36,322	97.%	41,615	40,575
467	436	107.%	354	132.%	Annual Pass Rounds	4,618	4,063	114.%	3,617	128.%	4,907	5,287
253	214	118.%	285	89.%	Other Rounds	2,605	2,419	108.%	2,618	100.%	2,739	3,088
3,663	3,478	105.%	3,763	97.%	Total Rounds	42,576	43,092	99.%	42,557	100.%	49,261	48,950
56	57	97.%	53	105.%	Revenue/Paid Rounds	60	59	102.%	56	106.%	59	707
45	47	96.%	44	102.%	Revenue/Total Rounds	50	50	100.%	48	103.%	50	585

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 7/1/2025
Account: First

To:
7/31/2025
Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$406,127.75	\$204,343.02	\$261,692.47	(\$57,349.45)	\$348,778.30
	10050-5950-900	Cash - Course Payroll BMO	\$45,382.62	\$137,000.00	\$89,055.04	\$47,944.96	\$93,327.58
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$17,431.99	\$9,869.04	\$27,191.04	(\$17,322.00)	\$109.99
	12000-5950-900	Inventory - Merchandise	\$121,926.83	\$22,777.44	\$18,056.25	\$4,721.19	\$126,648.02
	13020-5950-900	Prepaid Insurance	\$53,701.35	\$0.00	\$10,009.12	(\$10,009.12)	\$43,692.23
	13040-5950-900	Prepaid Exp - Other	\$8,872.06	\$414.00	\$476.19	(\$62.19)	\$8,809.87
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$5,479.90)	\$0.00	\$23.12	(\$23.12)	(\$5,503.02)
	22080-5950-900	Accum. Deprec - Buildings	(\$28,787.24)	\$0.00	\$72.41	(\$72.41)	(\$28,859.65)
	30000-5950-900	Accts Pay - Trade	(\$55,679.41)	\$114,359.36	\$107,313.31	\$7,046.05	(\$48,633.36)
	30040-5950-900	Accts Pay - Other	(\$185,904.55)	\$544.11	\$544.11	\$0.00	(\$185,904.55)
	31000-5950-900	Accrued Expenses	(\$700.00)	\$700.00	\$1,400.00	(\$700.00)	(\$1,400.00)
	31020-5950-900	Accrued Payroll	(\$72,970.02)	\$111,851.71	\$119,703.66	(\$7,851.95)	(\$80,821.97)
	31080-5950-900	Accrued Tips Payable	(\$2,472.21)	\$11,401.37	\$8,929.16	\$2,472.21	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$9,712.54)	\$9,712.54	\$9,431.66	\$280.88	(\$9,431.66)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,999.54	\$2,999.54	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$11,265.51)	\$2,469.84	\$2,316.73	\$153.11	(\$11,112.40)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$13,953.80)	\$0.00	\$4,174.04	(\$4,174.04)	(\$18,127.84)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$8,678.39)	\$2,893.03	\$0.00	\$2,893.03	(\$5,785.36)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$22,446.18)	\$7,482.07	\$407.40	\$7,074.67	(\$15,371.51)
	32070-5950-900	Deferred Rev - Gift Cards	(\$32,596.86)	\$1,316.58	\$505.00	\$181.58	(\$31,785.28)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,541.62)	\$797.36	\$1,090.00	(\$292.64)	(\$12,834.26)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$17,435.13)	\$5,811.71	\$0.00	\$5,811.71	(\$11,623.42)
	32180-5950-900	Deferred Rev - Package Deposits	(\$5,382.00)	\$1,716.00	\$0.00	\$1,716.00	(\$3,666.00)
	49020-5950-900	Retained Earnings - Current	(\$2.72)	\$0.00	\$0.00	\$0.00	(\$2.72)
	50000-5950-100	Green Fees - Annual Pass	(\$83,286.42)	\$0.00	\$10,375.10	(\$10,375.10)	(\$93,661.52)
	50030-5950-100	Green Fees - League	(\$0.32)	\$0.00	\$0.00	\$0.00	(\$0.32)
	5003A-5950-100	Green Fee - Group	(\$104,406.85)	\$0.00	\$9,193.86	(\$9,193.86)	(\$113,600.71)
	50040-5950-100	Green Fees - Member	(\$2,355.63)	\$364.80	\$78.00	\$286.80	(\$2,068.83)
	5006A-5950-100	Green Fee - Junior	(\$8,498.04)	\$0.00	\$1,738.65	(\$1,738.65)	(\$10,236.69)
	50070-5950-100	Green Fees - (surcharge)	(\$33,121.48)	\$2,999.54	\$5,999.08	(\$2,999.54)	(\$36,121.02)
	5007A-5950-100	Green Fee - League	(\$66,894.08)	\$0.00	\$5,237.50	(\$5,237.50)	(\$72,131.58)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$200,384.77)	\$0.00	\$18,128.50	(\$18,128.50)	(\$218,513.27)
	5011A-5950-100	Green Fee - Non-Revenue	(\$20.00)	\$0.00	\$0.00	\$0.00	(\$20.00)
	5012A-5950-100	Green Fee - Outing	(\$69,922.00)	\$0.00	\$1,175.00	(\$1,175.00)	(\$71,097.00)
	5014A-5950-100	Green Fee - Resident	(\$194,995.84)	\$10,386.00	\$21,178.32	(\$10,792.32)	(\$205,788.16)
	5015A-5950-100	Green Fee - Senior	(\$201,624.67)	\$0.00	\$17,103.50	(\$17,103.50)	(\$218,728.17)
	5019A-5950-100	Green Fee - Wholesale	(\$8,264.18)	\$0.00	\$0.00	\$0.00	(\$8,264.18)
	50500-5950-200	Cart Fee 18	(\$528,463.09)	\$0.00	\$46,922.23	(\$46,922.23)	(\$575,385.32)
	50520-5950-200	Cart Fee - Annual Trail	(\$72,289.43)	\$0.00	\$5,811.71	(\$5,811.71)	(\$78,101.14)
	52090-5950-600	Handicap Fee	(\$6,585.00)	\$0.00	\$120.00	(\$6,705.00)	
	52150-5950-600	Lessons	(\$12,096.41)	\$0.00	\$1,135.00	(\$1,135.00)	(\$13,231.41)
	52280-5950-600	Rental Clubs	(\$11,028.95)	\$0.00	\$934.39	(\$934.39)	(\$11,963.34)
	52310-5950-600	Retail	(\$255,445.42)	\$104.87	\$24,685.89	(\$24,581.02)	(\$280,026.44)
	53050-5950-220	Range Pass Revenue	(\$65,451.12)	\$0.00	\$5,698.32	(\$5,698.32)	(\$71,149.44)
	56120-5950-100	City Surcharge R & R	(\$32,323.99)	\$0.00	\$2,999.54	(\$2,999.54)	(\$35,323.53)
	60000-5950-600	COGS - Merchandise - Accessories	\$176,147.41	\$16,962.17	\$0.00	\$16,962.17	\$193,109.58
	70000-5950-100	Gross Payroll - Salaried	\$106,654.11	\$24,336.86	\$12,168.43	\$12,168.43	\$118,822.54
	70000-5950-600	Gross Payroll - Salaried	\$39,562.54	\$7,837.52	\$4,002.75	\$3,834.77	\$43,397.31
	70000-5950-900	Gross Payroll - Salaried	\$131,208.21	\$29,469.54	\$14,734.78	\$14,734.76	\$145,942.97

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-950	Gross Payroll - Salaried	\$65,436.86	\$13,238.25	\$6,140.38	\$7,097.87	\$72,534.73
	70010-5950-100	Gross Payroll - Hourly	\$263,866.09	\$66,838.65	\$35,274.96	\$31,563.69	\$295,429.78
	70010-5950-200	Gross Payroll - Hourly	\$140,874.25	\$35,422.66	\$19,654.26	\$15,768.40	\$156,642.65
	70010-5950-600	Gross Payroll - Hourly	\$63,704.65	\$20,427.13	\$11,440.58	\$8,986.55	\$72,691.20
	70010-5950-900	Gross Payroll - Hourly	\$1,206.95	\$216.37	\$87.71	\$128.66	\$1,335.61
	71000-5950-100	Payroll Tax - FICA	\$27,510.76	\$6,803.43	\$3,543.70	\$3,259.73	\$30,770.49
	71000-5950-200	Payroll Tax - FICA	\$10,977.44	\$2,737.71	\$1,521.29	\$1,216.42	\$12,193.86
	71000-5950-600	Payroll Tax - FICA	\$7,953.18	\$2,875.38	\$1,623.65	\$1,251.73	\$9,204.91
	71000-5950-900	Payroll Tax - FICA	\$9,544.92	\$2,106.48	\$1,051.67	\$1,054.81	\$10,599.73
	71000-5950-950	Payroll Tax - FICA	\$4,818.61	\$973.71	\$450.23	\$523.48	\$5,342.09
	71010-5950-100	Payroll Tax - UC	\$845.33	\$68.74	\$15.49	\$53.25	\$898.58
	71010-5950-200	Payroll Tax - UC	\$838.91	\$104.64	\$19.40	\$85.24	\$924.15
	71010-5950-600	Payroll Tax - UC	\$329.74	\$96.90	\$27.60	\$69.30	\$399.04
	71010-5950-900	Payroll Tax - UC	\$91.26	\$1.19	\$0.06	\$1.13	\$92.39
	71010-5950-950	Payroll Tax - UC	\$53.66	\$0.00	\$0.00	\$0.00	\$53.66
	71020-5950-100	Payroll Tax - WC	\$6,046.12	\$1,017.19	\$0.00	\$1,017.19	\$7,063.31
	71020-5950-200	Payroll Tax - WC	\$2,284.07	\$389.35	\$0.00	\$389.35	\$2,673.42
	71020-5950-600	Payroll Tax - WC	\$1,672.34	\$308.35	\$0.00	\$308.35	\$1,980.69
	71020-5950-900	Payroll Tax - WC	\$2,278.07	\$347.07	\$0.00	\$347.07	\$2,625.14
	71020-5950-950	Payroll Tax - WC	\$1,094.73	\$160.48	\$0.00	\$160.48	\$1,255.21
	71030-5950-100	Benefits	\$25,492.57	\$10,439.50	\$7,743.02	\$2,696.48	\$28,189.05
	71030-5950-200	Benefits	\$219.51	\$1,920.92	\$1,894.07	\$26.85	\$246.36
	71030-5950-600	Benefits	\$12,311.33	\$3,850.85	\$2,513.83	\$1,337.02	\$13,648.35
	71030-5950-900	Benefits	\$22,076.89	\$6,530.96	\$4,205.56	\$2,325.40	\$24,402.29
	71030-5950-950	Benefits	\$5,758.80	\$1,135.16	\$510.14	\$625.02	\$6,383.82
	80110-5950-200	Cart Supplies	\$449.17	\$0.00	\$0.00	\$0.00	\$449.17
	80120-5950-100	Chemicals	\$9,007.75	\$0.00	\$0.00	\$0.00	\$9,007.75
	80170-5950-100	Course Accessories	\$5,510.66	\$0.00	\$0.00	\$0.00	\$5,510.66
	80230-5950-100	Fertilizer	\$50,642.07	\$1,271.12	\$305.43	\$965.69	\$51,607.76
	80250-5950-100	Flowers/Decor	\$92.33	\$125.58	\$0.00	\$125.58	\$217.91
	80270-5950-100	Fuel	\$12,679.70	\$2,241.97	\$0.00	\$2,241.97	\$14,921.67
	80280-5950-100	Fungicides	\$4,683.74	\$0.00	\$0.00	\$0.00	\$4,683.74
	80320-5950-100	Herbicides	\$24,973.70	\$0.00	\$1,397.25	(\$1,397.25)	\$23,576.45
	80370-5950-100	Insecticides	\$8,775.11	\$0.00	\$0.00	\$0.00	\$8,775.11
	80380-5950-900	Janitorial Supplies	\$4,775.03	\$451.90	\$0.00	\$451.90	\$5,226.93
	80420-5950-900	Laundry/Uniforms	\$223.09	\$0.00	\$0.00	\$0.00	\$223.09
	80470-5950-900	Mulch	\$4,783.20	\$0.00	\$0.00	\$0.00	\$4,783.20
	80520-5950-900	Office Supplies	\$4,912.38	\$549.89	\$0.00	\$549.89	\$5,462.27
	80590-5950-600	Printing	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00
	80590-5950-900	Printing	\$118.68	\$0.00	\$0.00	\$0.00	\$118.68
	80610-5950-220	Range Balls	\$3,625.00	\$3,250.00	\$0.00	\$3,250.00	\$6,875.00
	80620-5950-220	Range Equipment	\$1,110.73	\$0.00	\$0.00	\$0.00	\$1,110.73
	80630-5950-220	Range Expenses	\$1,239.20	\$595.40	\$0.00	\$595.40	\$1,834.60
	80690-5950-100	Sand/Topdress	\$10,371.73	\$947.03	\$0.00	\$947.03	\$11,318.76
	80710-5950-100	Seeds/Trees	\$8,436.10	\$0.00	\$0.00	\$0.00	\$8,436.10
	80730-5950-100	Small Tools	\$1,173.24	\$0.00	\$0.00	\$0.00	\$1,173.24
	80780-5950-200	Supplies	\$512.46	\$0.00	\$0.00	\$0.00	\$512.46
	80780-5950-600	Supplies	\$2,922.76	\$0.00	\$0.00	\$0.00	\$2,922.76
	80810-5950-600	Tournament Expense	\$613.65	\$551.98	\$244.30	\$307.68	\$921.33
	81010-5950-900	Alarm System	\$1,690.00	\$142.00	\$0.00	\$142.00	\$1,832.00
	81090-5950-200	Cart Repairs	\$1,541.98	\$83.20	\$0.00	\$83.20	\$1,625.18
	81130-5950-900	Computer Service	\$19,555.06	\$1,466.47	\$0.00	\$1,466.47	\$21,021.53
	81140-5950-900	Contract Cleaning	\$9,000.00	\$1,000.00	\$0.00	\$1,000.00	\$10,000.00
	81200-5950-900	Guest Relations	\$3,788.56	\$601.21	\$0.00	\$601.21	\$4,389.77
	81220-5950-600	Handicap Expense	\$6,121.50	\$720.00	\$0.00	\$720.00	\$6,841.50
	81250-5950-100	Irrigation	\$8,846.51	\$1,074.68	\$0.00	\$1,074.68	\$9,921.19
	81270-5950-600	Lesson Expense	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	81340-5950-100	Repair & Maint - Paths	\$838.40	\$0.00	\$0.00	\$0.00	\$838.40
	81350-5950-100	Repair & Maint - Equipment	\$22,205.43	\$3,156.77	\$223.12	\$2,933.65	\$25,139.08
	81350-5950-220	Repair & Maint - Equipment	\$23.45	\$0.00	\$0.00	\$0.00	\$23.45

TRIAL BALANCE SUMMARY FOR 2024

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-900	Repair & Maint - Equipment	\$16,162.31	\$294.13	\$0.00	\$294.13	\$16,456.44
	81360-5950-100	Repair & Maint - Building	\$2,179.07	\$17.00	\$0.00	\$17.00	\$2,196.07
	81360-5950-900	Repair & Maint - Building	\$9,550.30	\$609.49	\$0.00	\$609.49	\$10,159.79
	82020-5950-100	Equipment Lease	\$1,480.00	\$185.00	\$0.00	\$185.00	\$1,665.00
	82060-5950-900	Off-Site Storage	\$1,648.00	\$206.00	\$0.00	\$206.00	\$1,854.00
	83000-5950-100	Utilities - Electric	\$2,198.77	\$323.41	\$0.00	\$323.41	\$2,522.18
	83000-5950-200	Utilities - Electric	\$6,083.39	\$658.51	\$0.00	\$658.51	\$6,741.90
	83020-5950-100	Utilities - Other	\$18,814.81	\$1,261.97	\$0.00	\$1,261.97	\$20,076.78
	83020-5950-900	Utilities - Other	\$21,562.76	\$2,645.22	\$0.00	\$2,645.22	\$24,207.98
	83030-5950-900	Utilities - Telephone/Fax	\$1,405.75	\$183.67	\$0.00	\$183.67	\$1,589.42
	83050-5950-100	Utilities - Water	\$2,822.18	\$256.07	\$0.00	\$256.07	\$3,078.25
	84020-5950-950	Adv/Promo - Direct Mail	\$4,328.00	\$0.00	\$0.00	\$0.00	\$4,328.00
	84030-5950-950	Adv/Promo - Local/Regional Print	\$0.00	\$439.00	\$0.00	\$439.00	\$439.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,424.32	\$61.51	\$0.00	\$61.51	\$4,485.83
	84070-5950-950	Adv/Promo - Organizations	\$1,575.00	\$0.00	\$0.00	\$0.00	\$1,575.00
	84080-5950-950	Adv/Promo - Promotional	\$942.20	\$1,248.75	\$0.00	\$1,248.75	\$2,190.95
	84110-5950-950	Adv/Promo - Website	\$2,819.00	\$1,528.00	\$0.00	\$1,528.00	\$4,347.00
	85020-5950-900	Bank Charges	\$3,794.60	\$373.99	\$0.00	\$373.99	\$4,168.59
	85050-5950-900	Cash Short/(Over)	(\$132.44)	\$93.77	\$89.87	\$3.90	(\$128.54)
	85060-5950-900	Cell Phone	\$2,160.00	\$240.00	\$0.00	\$240.00	\$2,400.00
	85070-5950-900	City Surcharge R & R	\$32,323.99	\$2,999.54	\$0.00	\$2,999.54	\$35,323.53
	85120-5950-900	Credit Card Discounts	\$54,745.90	\$3,334.31	\$0.00	\$3,334.31	\$58,080.21
	85140-5950-900	Donations	\$91.97	\$0.00	\$0.00	\$0.00	\$91.97
	85150-5950-900	Dues & Subscriptions	\$2,259.98	\$0.00	\$0.00	\$0.00	\$2,259.98
	85160-5950-100	Education & Training	\$82.00	\$0.00	\$0.00	\$0.00	\$82.00
	85160-5950-900	Education & Training	\$22.99	\$0.00	\$0.00	\$0.00	\$22.99
	85190-5950-100	Employee Relations	\$835.25	\$447.83	\$0.00	\$447.83	\$1,283.08
	85190-5950-900	Employee Relations	\$7,213.95	\$1,774.90	\$0.00	\$1,774.90	\$8,988.85
	85200-5950-100	Employee Testing	\$212.46	\$0.00	\$0.00	\$0.00	\$212.46
	85280-5950-900	Insurance Expense	\$89,888.28	\$11,409.12	\$700.00	\$10,709.12	\$100,597.40
	85320-5950-900	Member Relations	\$3,338.56	\$29.76	\$0.00	\$29.76	\$3,368.32
	85390-5950-900	O/S - Accounting	\$11,875.00	\$0.00	\$0.00	\$0.00	\$11,875.00
	85480-5950-900	Payroll Processing Fee	\$4,003.23	\$405.23	\$0.00	\$405.23	\$4,408.46
	85490-5950-900	Postage/Shipping	\$1,600.61	\$90.65	\$0.00	\$90.65	\$1,691.26
	85610-5950-100	Tax/Licenses/Fees	\$715.00	\$190.00	\$0.00	\$190.00	\$905.00
	85610-5950-900	Tax/Licenses/Fees	(\$11.00)	\$150.00	\$30.00	\$120.00	\$109.00
	85720-5950-900	Travel - Other	\$5,139.75	\$15.96	\$0.00	\$15.96	\$5,155.71
	90000-5950-900	Management Fee	\$61,107.84	\$6,789.76	\$0.00	\$6,789.76	\$67,897.60
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10
	R002A-5950-100	Rounds - Annual	21,024.00	467.00	0.00	467.00	21,491.00
	R003A-5950-100	Rounds - Group	24,228.00	420.00	0.00	420.00	24,648.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	3,723.00	220.00	0.00	220.00	3,943.00
	R007A-5950-100	Rounds - Green Fee - League	19,863.00	233.00	0.00	233.00	20,096.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	18,956.00	461.00	0.00	461.00	19,417.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	1,159.00	26.00	0.00	26.00	1,185.00
	R012A-5950-100	Rounds - Green Fee - Outing	13,881.00	51.00	0.00	51.00	13,932.00
	R014A-5950-100	Rounds - Resident	84,433.00	1,045.00	0.00	1,045.00	85,478.00
	R015A-5950-100	Rounds - Green Fee - Senior	35,950.00	513.00	0.00	513.00	36,463.00
	R016A-5950-100	Rounds - Green Fee - Staff	8,531.00	171.00	0.00	171.00	8,702.00
	R017A-5950-100	Rounds - Green Fee - Trade	4,566.00	56.00	0.00	56.00	4,622.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	880.00	0.00	0.00	0.00	880.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

TRIAL BALANCE SUMMARY FOR 2024
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	172	\$0.00	\$975,518.37	\$975,518.37	\$0.00	\$0.00

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

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Actual	Actual
EBITDA	(48,231)	16,897	7,782	36,002	83,828	111,753	64,709	(2,331)	(3,508)	(10,046)		
Management Fee Expense	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)	(6,790)		
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)		
Net Income	(55,116)	10,012	896	29,116	76,943	104,868	57,823	(9,216)	(10,393)	(16,932)	0	0
Working Capital Changes												
Inventory	(9,783)	7,245	4,673	(13,630)	(10,778)	(1,449)	1,258	(519)	6,102	(4,721)		
Receivables	(17,039)	18,162	(5,457)	5,605	(1,548)	(658)	(2,860)	(3,013)	(9,082)	17,322		
Prepaid Expenses	(16,920)	(18,423)	12,607	13,614	(1,417)	10,464	11,445	28,671	(42,931)	10,071		
Payables	18,515	8,449	4,713	14,760	4,037	9,791	(7,334)	(35,350)	(6,154)	(7,046)		
Due to from the City	(17,593)	0	498	0	(498)	544	0	0	0	0		
Accrued Expenses	7,532	17,766	(5,549)	(27,083)	3,342	10,032	6,398	7,351	6,720	5,799		
Deferred Revenues	36,316	(21,096)	(5,163)	(11,332)	(14,143)	(14,567)	(16,437)	(8,347)	(20,296)	(13,993)		
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96		
Operating Cash Flow	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	(9,404)	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	(9,404)	0	0
Beginning Cash	336,909	282,915	305,124	312,436	323,582	379,616	498,737	549,125	528,798	452,860		
Net Cash Flows	(53,994)	22,208	7,313	11,145	56,034	119,121	50,389	(20,327)	(75,938)	(9,404)	0	0
Ending Cash	282,915	305,124	312,436	323,582	379,616	498,737	549,125	528,798	452,860	443,456	0	0



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (H14) Second Reading - Ordinance No. 2025-20 - Administrative Rezoning/Variious Locations East of Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-20.

SUMMARY: Planning Commission Action: (7/31/25): Recommended Approval (Vote 6-0)

The proposed administrative rezoning (Case No. REZONING-25-0004) involves 12 properties generally located on the east side of the City of Port Orange, east of Nova Road. The rezoning is to address zoning inconsistencies with the current Future Land Use designation for the properties. Of the twelve properties, six are privately owned, while the remaining six are owned by the City of Port Orange. The owners of the privately-owned properties all submitted signed consent forms to the City in support of the proposed zoning changes. Staff have prepared the administrative rezoning to bring the properties into compliance with the City's Future Land Use Map and ensure consistency with the surrounding area, as well as the historic and/or intended use of the properties.

The proposed administrative rezoning changes for the 12 properties are detailed below and are listed and shown on Exhibits 2 and 3 of the attached staff report.

1. Rezone 3 privately owned properties (± 0.46 acres total) from Community Commercial (CC) to Neighborhood Preservation (NP)
2. Rezone 1 privately owned property (± 0.18 acres total) from Ridgewood Development (RD) to Neighborhood Preservation (NP)
3. Rezone 2 privately owned properties (± 0.77 acres total) from Neighborhood Preservation (NP) to Office/Residential Transition (ORT)
4. Rezone 1 city-owned property (± 0.24 acres total) from Neighborhood Preservation (NP) to Government Public Use (GPU)
5. Rezone 2 city-owned properties (± 1.07 acres total) from Planned Commercial Development (PCD) to Government Public Use (GPU)
6. Rezone 2 city-owned properties (± 1.66 acres total) from Multi-Family Residential (R-3M) to Government Public Use (GPU)
7. Rezone 1 city-owned property (± 0.31 acres total) from Single-Family Residential (R-10SF) to Government Public Use (GPU)

The properties proposed to be rezoned to the NP (Neighborhood Preservation) zoning district have historically been developed with a single-family home. The properties proposed to be rezoned to the ORT (Office/Residential Transition) zoning district will establish consistency between the properties' current Future Land Use (FLU) designation and zoning. Lastly, the properties proposed to be rezoned to the GPU (Government/Public Use) zoning district are owned by the City and are either currently developed or planned to be developed for public purposes. At this time, none of the 12 properties associated with this administrative rezoning are included in the Volusia County Transform 386 program or the FEMA Hazard Mitigation Grant Program (HMGP).

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	STAFF REPORT	STAFF REPORT.pdf
2.	Business Impact Estimate - ORD 2025-19 - Admin Rezoning Various Locations Easst of Nova Rd	Business Impact Estimate - ORD 2025-19 - Admin Rezoning Various Locations Easst of Nova Rd.docx
3.	Ordinance No. 2025-20 with exhibits w rev 1st page	Ordinance No. 2025-20 with exhibits w rev 1st page.pdf

Amanda Bonin

Created/Initiated - 08/20/2025



STAFF REPORT

ADMINISTRATIVE REZONING

CASE NO. REZONING-25-0004

REQUEST:	An administrative rezoning for 12 properties located on the east side of the City of Port Orange to resolve zoning inconsistencies and bring the properties into compliance with the City's Comprehensive Plan.
LOCATIONS:	Various Location (see Exhibit 1 and 2)
OWNERS:	See Exhibit 1
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 31, 2025)
CITY COUNCIL:	August 19, 2025

PROPERTY OVERVIEW

The proposed administrative rezoning is to change the zoning of 12 properties generally located on the east side of the City of Port Orange, east of Nova Road, as follows:

1. ±0.46 acres of privately owned properties from Community Commercial (CC) and ±0.18 acres from Ridgewood Development (RD) to Neighborhood Preservation (NP) to allow for the existing single-family home on each property to be a conforming use.
2. ±0.77 acres of privately owned properties from Neighborhood Preservation (NP) to Office/Residential Transition (ORT)
3. ±0.24 acres of city-owned properties from Neighborhood Preservation (NP) to Government Public Use (GPU)
4. ±1.07 acres of city-owned properties from Planned Commercial Development (PCD) to Government Public Use (GPU)
5. ±1.66 acres of city-owned properties from Multi-Family Residential (R-3M) to Government Public Use (GPU)
6. ±0.31 acres of city-owned properties from Single-Family Residential (R-10SF) to Government Public Use (GPU)

DISCUSSION

The four properties proposed to be rezoned to Neighborhood Preservation (NP) have each been historically occupied by a single-family residence. Although currently designated as commercial on the City's Zoning Map, they have been developed and continuously used for residential purposes since the 1950s. The current Future Land Use designation for these properties is a Residential designation. Given the established residential character of the area, the long-term presence of single-family homes on adjacent parcels, and the consistent residential use of the subject properties, staff recommends rezoning these properties to a residential district to ensure alignment with surrounding land uses, zoning patterns, and existing development. The rezoning of these

properties from Commercial (CC) to Neighborhood Preservation (NP) was forecasted in the prior administrative rezoning for 422 Jefferson Avenue that was approved in May/June 2025. The Neighborhood Preservation (NP) zoning district is intended to maintain the character, housing mix, and density of established older mixed-use neighborhoods by allowing for compatible infill development and the redevelopment of single-family detached homes.

Address	Current Future Land Use	Current Use	Current Zoning	Proposed Zoning
412 Jefferson Avenue 414 Jefferson Avenue 416 Jefferson Avenue	<i>Suburban Residential (2-4 units/acre)</i>	Single-Family House	Community Commercial (CC)	Neighborhood Preservation (NP)
117 Fleming Avenue	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Single-Family House	Ridgewood Development (RD)	Neighborhood Preservation (NP)

The two subject properties proposed to be rezoned to Office/Residential Transition (ORT) are currently vacant and have been designated Office/Residential Transition on the City’s Future Land Use (FLU) map since 1985. However, these properties are currently zoned Neighborhood Preservation (NP) on the City’s Zoning Map, which is inconsistent with their FLU designation and location along Dunlawton Avenue. The NP zoning district only permits the development of single-family detached homes, making it incompatible with the intended land use and development potential along this segment of the Dunlawton Avenue corridor.

The ORT Zoning District is a flexible, mixed-use classification that allows the development of commercial, office, and residential uses as part of a mixed-use development. Given the properties’ location along Dunlawton Avenue, the proposed ORT zoning is more appropriate, aligns with the existing FLU designation, and better supports land use pattern along Dunlawton Avenue.

Address	Current Future Land Use	Current Use	Current Zoning	Proposed Zoning
608 Roselle Street	<i>Office/Residential Transition</i>	Vacant	Neighborhood Preservation (NP)	Office/Residential Transition (ORT)
PID: 630407000760	<i>Office/Residential Transition</i>	Vacant	Neighborhood Preservation (NP)	Office/Residential Transition (ORT)

The six properties proposed to be rezoned to Government Public Use (GPU) are all owned by the City of Port Orange and are either currently developed with a stormwater retention facility, the Devon Street lift station, or intended for the future expansion of the Train Depot Park. The proposed GPU zoning designation is consistent with the existing Future Land Use (FLU) designations for these properties. These properties serve a public function, and their current and planned uses are consistent with the intent of the GPU zoning classification.

The properties identified with parcel numbers are located south of Dunlawton Avenue and east of Nova Road were acquired by the City between 1998 and 2010; however, their

zoning designations were not updated at that time. The properties at 413 Herbert Street and 5797 Devon Street were recently purchased by the City.

Address	Current Future Land Use	Current Use	Current Zoning	Proposed Zoning
413 Herbert Street	<i>Warehouse/Industrial</i>	City Park	Neighborhood Preservation (NP)	Government Public Use (GPU)
Parcel ID: 630407001820 & 630407001401	<i>Office/Residential Transition</i>	City Drainage Pond	Planned Commercial Development (PCD)	Government Public Use (GPU)
Parcel ID: 634105000010 & 634104030142	<i>Urban Medium Density Residential (4-8 units/acre)</i>	City Drainage Pond	Multi-Family Residential (R-3M)	Government Public Use (GPU)
5797 Devon Street	<i>Suburban Residential (2-4 units/acre)</i>	City Lift Station	Single Family Residential (R-10SF)	Government Public Use (GPU)

To address the zoning inconsistencies, staff has prepared an administrative rezoning application for the subject properties. The proposed rezoning will bring the properties into compliance with the City’s Comprehensive Plan and ensure consistency with the surrounding area, as well as the historic and/or intended use of the sites (see Exhibit 3).

The proposed rezoning of the subject properties has been reviewed in accordance with the criteria outlined in Chapter 3, Section 7 of the Land Development Code (LDC), with consideration given to consistency with the Comprehensive Plan and compatibility with surrounding land uses and zoning.

COMPATIBILITY WITH SURROUNDING USES AND ZONING DISTRICTS

The proposed zoning districts are appropriate for the subject properties and compatible with the surrounding development. The Zoning designations of adjacent properties, along with the current and proposed zoning designations for the subject properties, are illustrated on the attached maps (Exhibit 3).

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed rezonings are consistent with the pertinent Goals, Objectives, and Policies of the City’s Comprehensive Plan and are compatible with adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other.

The properties proposed to be rezoned to the NP zoning district have either historically been developed with a single-family home, the properties proposed to be rezoned to ORT would allow for a consistent FLU and zoning, and the properties proposed to be rezoned to the GPU zoning district are owned by the city and are developed or will be developed for public purposes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone:

1. ±0.46 acres of privately owned properties from Community Commercial (CC) and ±0.18 acres from Ridgewood Development (RD) to Neighborhood Preservation (NP) to allow for the existing single-family home on each property to be a conforming use
2. ±0.77 acres of privately owned properties from Neighborhood Preservation (NP) to Office/Residential Transition (ORT)
3. ±0.24 acres of city-owned properties from Neighborhood Preservation (NP) to Government Public Use (GPU)
4. ±1.07 acres of city-owned properties from Planned Commercial Development (PCD) to Government Public Use (GPU)
5. ±1.66 acres of city-owned properties from Multi-Family Residential (R-3M) to Government Public Use (GPU)
6. ±0.31 acres of city-owned properties from Single-Family Residential (R-10SF) to Government Public Use (GPU)

ATTACHMENTS

Exhibit 1: Ownership Information

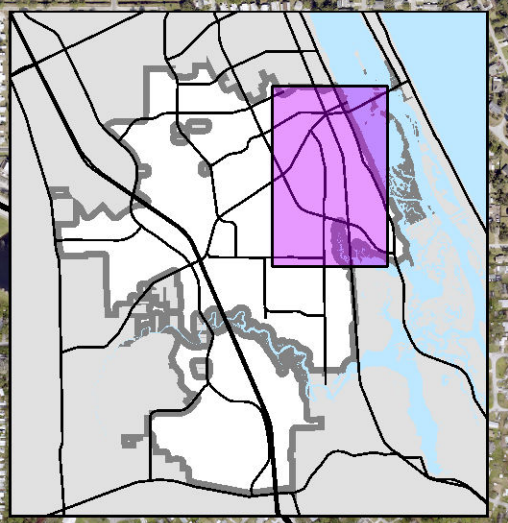
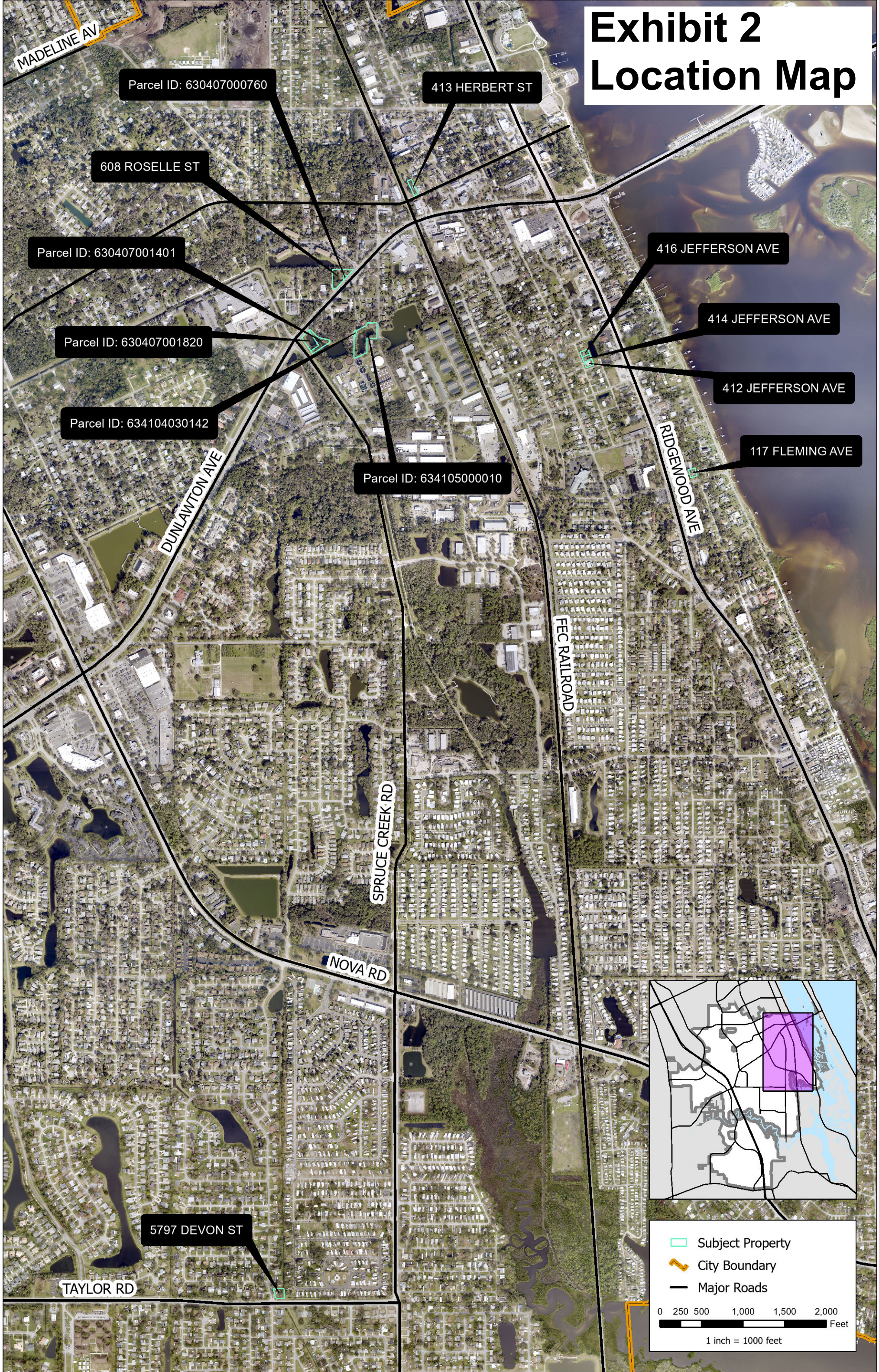
Exhibit 2: Location Map

Exhibit 3: Current and Proposed Zoning

Exhibit 1: Ownership Information

Address	Owner
412 Jefferson Avenue	Brenda McMillian
414 Jefferson Avenue	Natalie Cappiello & John Labosco
416 Jefferson Avenue	Anthony McDermott
117 Fleming Avenue	Thomas Appelfeller & Lorna Linke
608 Roselle Street	Roselle Capital Holding LLC
Parcel ID: 630407000760	Eric V. Gill
413 Herbert Street	City of Port Orange
Parcel ID: 630407001820 & 630407001401	City of Port Orange
Parcel ID: 634105000010 & 634104030142	City of Port Orange
5797 Devon Street	City of Port Orange

Exhibit 2 Location Map



Legend:

- Subject Property
- City Boundary
- Major Roads

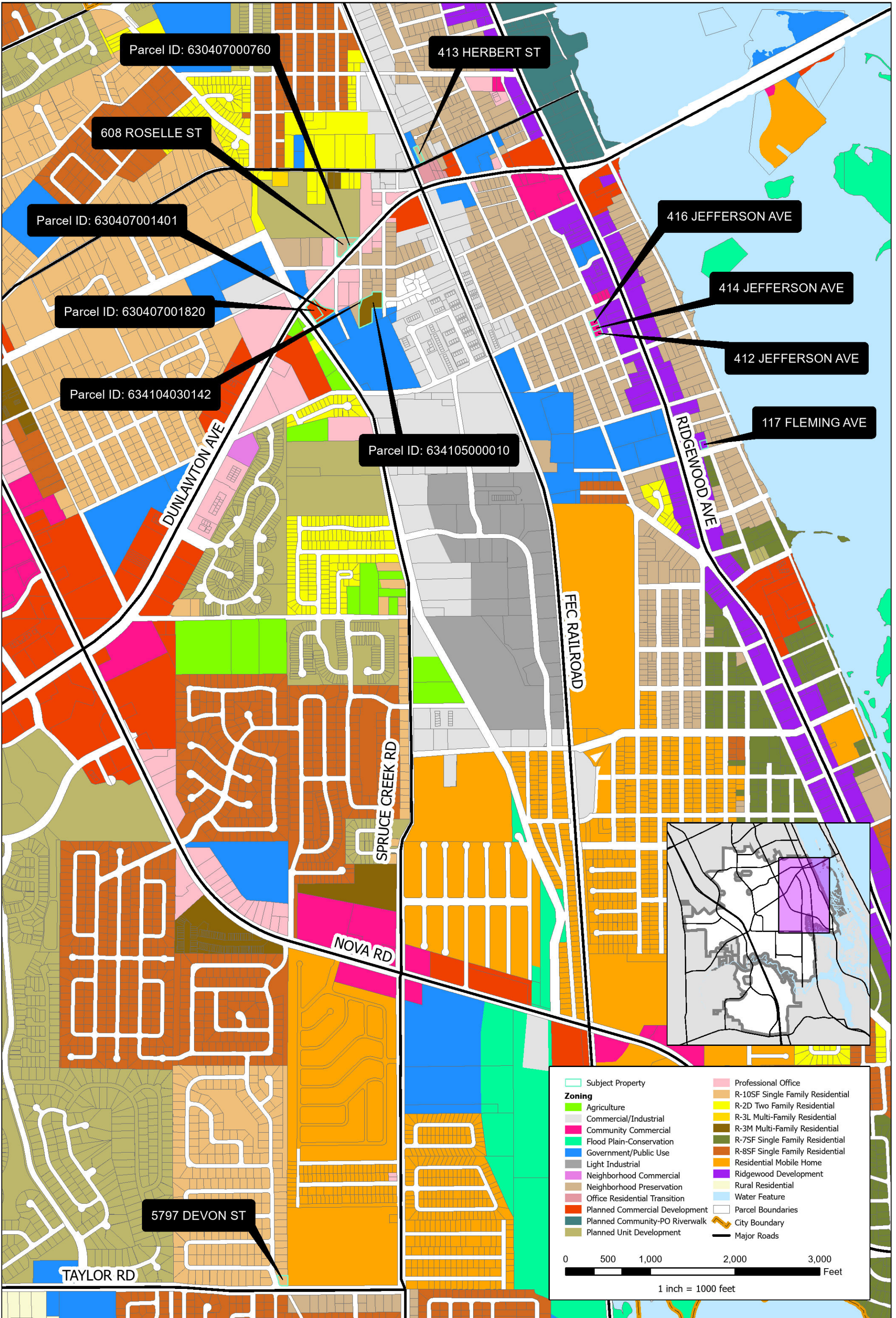
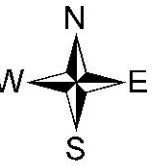
Scale: 0 250 500 1,000 1,500 2,000 Feet

1 inch = 1000 feet



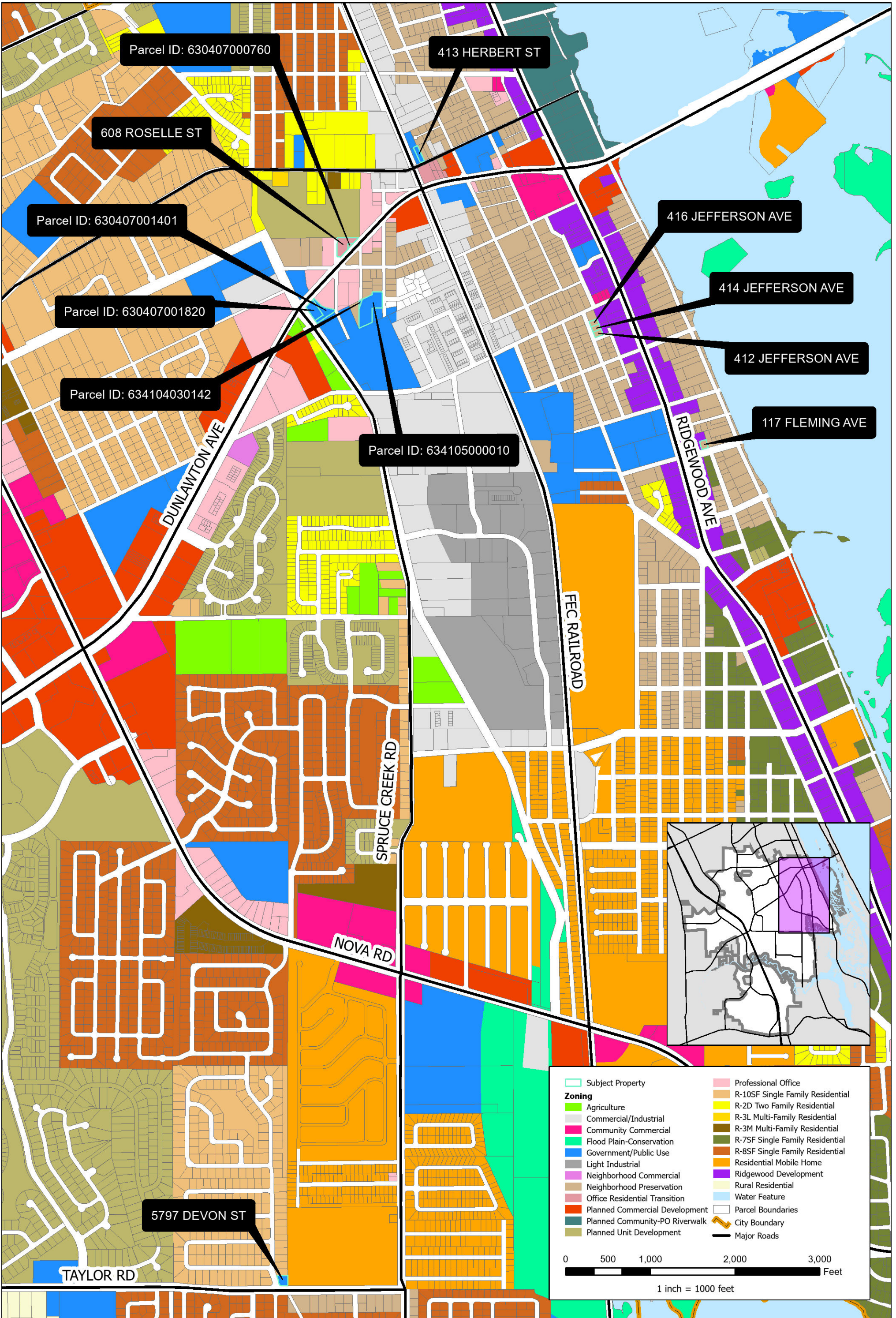
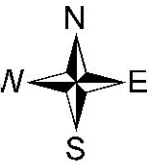
Existing Zoning

Exhibit 3





Proposed Zoning Exhibit 3





Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is

published.

Proposed ordinance's title/reference:

Ordinance No. 2025-19 – Administrative rezoning (Case No. REZONING-25-0004) involves 12 properties generally located on the east side of the City of Port Orange, east of Nova Road.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed administrative rezoning is to address zoning inconsistencies with the current Future Land Use designation for the properties. Staff have prepared the administrative rezoning to bring the properties into compliance with the City's Future Land Use Map and ensure consistency with the surrounding area, as well as the historic and/or intended use of the properties.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful² (if any): N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±0.46 ACRES FROM COMMUNITY COMMERCIAL (CC) TO NEIGHBORHOOD PRESERVATION (NP) LOCATED AT 412 JEFFERSON AVENUE, 414 JEFFERSON AVENUE, AND 416 JEFFERSON AVENUE; REZONING ±0.18 ACRES FROM RIDGEWOOD DEVELOPMENT (RD) TO NEIGHBORHOOD PRESERVATION (NP) LOCATED AT 117 FLEMING AVENUE; REZONING ±0.77 ACRES FROM NEIGHBORHOOD PRESERVATION (NP) TO OFFICE/RESIDENTIAL TRANSITION (ORT) LOCATED AT 608 ROSELLE STREET AND PARCEL NO. 6304-07-00-0760, GENERALLY LOCATED ON DUNLAWTON AVENUE; REZONING ±0.24 ACRES FROM NEIGHBORHOOD PRESERVATION (NP) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 413 HERBERT STREET; REZONING ±1.07 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6304-07-00-1820 AND 6304-07-00-1401, GENERALLY LOCATED AT SPRUCE CREEK ROAD & DUNLAWTON AVENUE; REZONING ±1.66 ACRES FROM MULTI-FAMILY RESIDENTIAL (R-3M) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6341-05-00-0010 AND 6341-04-03-0142, GENERALLY LOCATED ON RUTH STREET; REZONING ±0.31 ACRES FROM SINGLE-FAMILY RESIDENTIAL (R-10SF) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 5797 DEVON STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned from Community Commercial (CC) to Neighborhood Preservation (NP) consisting of ±0.46 acres located at 412 Jefferson Avenue, 414 Jefferson Avenue, and 416 Jefferson Avenue; and

WHEREAS, the property to be rezoned from Ridgewood Development (RD) to Neighborhood Preservation (NP) consisting of ±0.18 acres of property located at 117 Fleming Avenue; and

WHEREAS, the property to be rezoned from Neighborhood Preservation (NP) to Office/Residential Transition (ORT) consisting of ±0.77 acres total located at 608 Roselle Street and Parcel No. 6304-07-00-0760, generally located on Dunlawton Avenue; and

WHEREAS, the property to be rezoned from Neighborhood Preservation (NP) to Government Public Use (GPU) consisting of ±0.24 acres located at 413 Herbert Street; and

WHEREAS, the property to be rezoned from Planned Commercial Development (PCD) to Government Public Use (GPU) consisting of ±1.07 acres being identified as Parcel Nos. 6304-07-00-1820 and 6304-07-00-1401, generally located at Spruce Creek Road and Dunlawton Avenue; and

WHEREAS, the property to be rezoned from Multi-Family Residential (R-3M) to Government Public Use (GPU) consisting of ±1.66 acres being identified as Parcel Nos. 6341-05-00-0010 and 6341-04-03-0142, generally located on Ruth Street; and

WHEREAS, the property to be rezoned from Single-Family Residential (R-10SF) to Government Public Use (GPU) consisting of ±0.31 acres located at 5797 Devon Street; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezonings; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; 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 rezone the following described property located at 412 Jefferson Avenue, 414 Jefferson Avenue, and 416 Jefferson Avenue from Community Commercial (CC) to Neighborhood Preservation (NP).

Section 2. The City Council of the City of Port Orange does hereby rezone the following described property located at 117 Fleming Avenue from Ridgewood Development (RD) to Neighborhood Preservation (NP).

Section 3. The City Council of the City of Port Orange does hereby rezone the following described property located at 608 Roselle Street and Parcel No. 6304-07-00-0760, generally located on Dunlawton Avenue from Neighborhood Preservation (NP) to Office/Residential Transition (ORT).

Section 4. The City Council of the City of Port Orange does hereby rezone the following described property located at 413 Herbert Street from Neighborhood Preservation (NP) to Government Public Use (GPU).

Section 5. The City Council of the City of Port Orange does hereby rezone the following described property being identified as Parcel Nos. 6304-07-00-1820 and 6304-07-00-1401, generally located at Spruce Creek Road and Dunlawton Avenue from Planned Commercial Development (PCD) to Government Public Use (GPU).

Section 6. The City Council of the City of Port Orange does hereby rezone the following described property being identified as Parcel Nos. 6341-05-00-0010 and 6341-04-03-0142, generally located on Ruth Street from Multi-Family Residential (R-3M) to

Government Public Use (GPU).

Section 7. The City Council of the City of Port Orange does hereby rezone the following described property being located at 5797 Devon Street from Single-Family Residential (R-10SF) to Government Public Use (GPU).

Section 8. The property rezoned consisting of ± 0.46 acres located at 412 Jefferson Avenue, 414 Jefferson Avenue, and 416 Jefferson Avenue is more particularly described on **Exhibit "1"** attached hereto.

Section 9. The property rezoned consisting of ± 0.18 acres located at 117 Fleming Avenue is more particularly described on **Exhibit "1"** attached hereto.

Section 10. The property rezoned consisting of ± 0.77 acres located at 608 Roselle Street and Parcel No. 6304-07-00-0760, generally located on Dunlawton Avenue, is more particularly described on **Exhibit "1"** attached hereto.

Section 11. The property rezoned consisting of ± 0.24 acres located at 413 Herbert Street is more particularly described on **Exhibit "1"** attached hereto.

Section 12. The property rezoned consisting of ± 1.07 acres being identified as Parcel Nos. 6304-07-00-1820 and 6304-07-00-1401, generally located at Spruce Creek Road and Dunlawton Avenue, is more particularly described on **Exhibit "1"** attached hereto.

Section 13. The property rezoned consisting of ± 1.66 acres being identified as Parcel Nos. 6341-05-00-0010 and 6341-04-03-0142, generally located on Ruth Street, is more particularly described on **Exhibit "1"** attached hereto.

Section 14. The property rezoned consisting of ± 0.31 acres located at 5797 Devon Street is more particularly described on **Exhibit "1"** attached hereto.

Section 15. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the areas as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 16. This ordinance shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

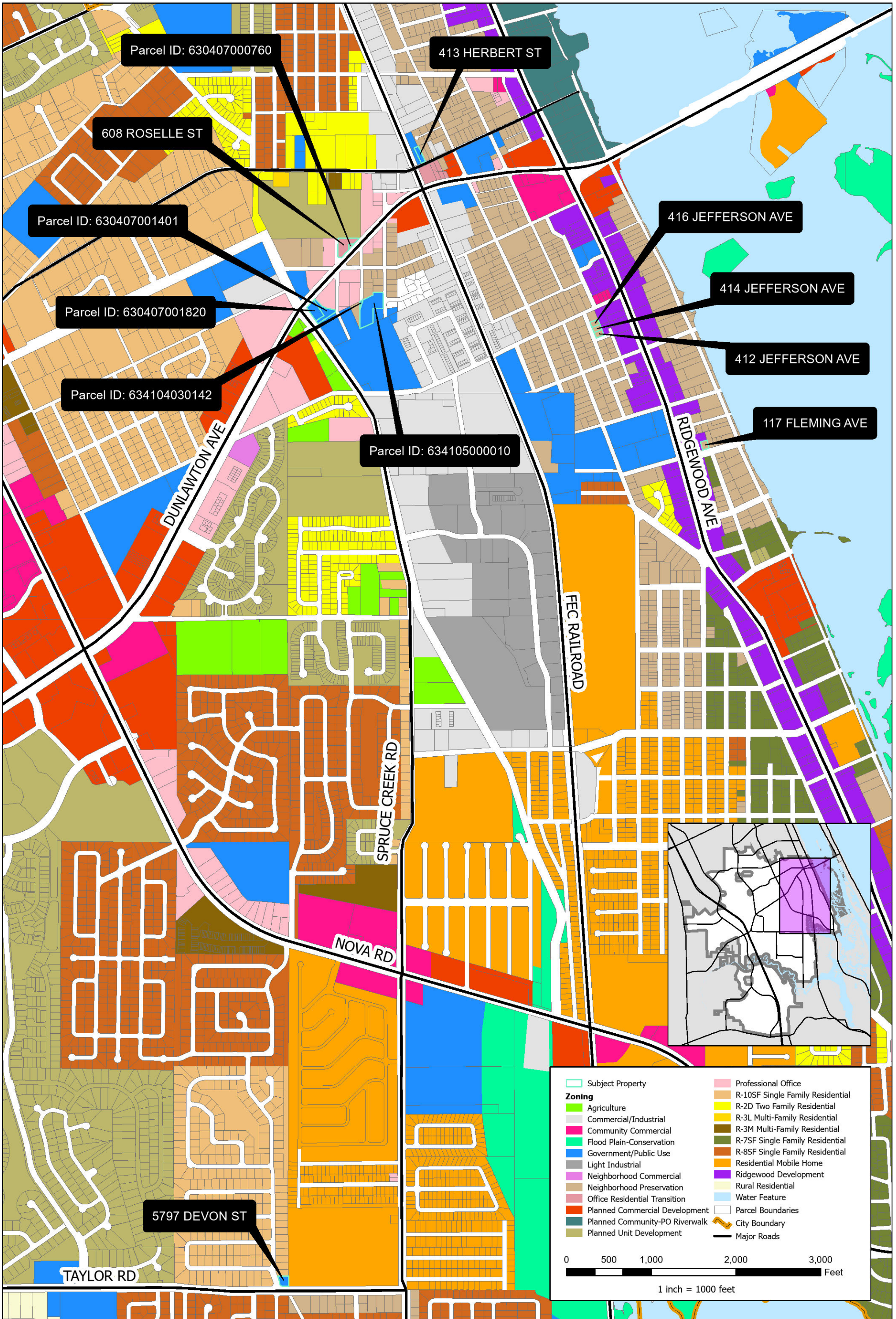
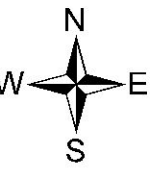
Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

Exhibit "1"

Address	Owner	Legal Description
412 Jefferson Avenue	Brenda McMillian	W 100 FT OF LOT 1 & S 20 FT OF LOT 2 BLK J VIRGINIA HEIGHTS PORT ORANGE PER OR 4334 PGS 525-526 PER OR 8397 PG 0058 PER OR 8406 PG 3122
414 Jefferson Avenue	Natalie Cappiello & John Labosco	N 30 FT OF LOT 2 & S 35 FT OF LOT 3 BLK J VIRGINIA HEIGHTS PORT ORANGE MB 9 PG 92 PER OR 5288 PG 4853 PER OR 5595 PG 4399
416 Jefferson Avenue	Anthony McDermott	N 15 FT OF LOT 3 & LOT 4 BLK J VIRGINIA HEIGHTS PORT ORANGE MB 9 PG 92 PER OR 4725 PG 4641 PER OR 6843 PG 0499 PER OR 7027 PG 0259
117 Fleming Avenue	Thomas Appelfeller & Lorna Linke	E 80 FT LOT 13 BLK 2 FLEMING PORT ORANGE MB 1 PG 100 PER OR 5027 PG 2781 PER OR 5564 PG 3556 PER OR 7711 PG 1497 PER OR 8626 PG 0843
608 Roselle Street	Roselle Capital Holding LLC	LOTS 86 THRU 88 EXC ST & LOTS 89 THRU 91 & LOTS 74 & 75 POWERS SUB PORT ORANGE PER OR 1771 PG 1295 PER OR 8556 PG 4993 PER OR 8570 PG 0164
Parcel ID: 630407000760	Eric V. Gill	LOTS 76 77 & 78 POWERS SUB PORT ORANGE EXC ST MB 10 PG 138 PER OR 2903 PG 0407
413 Herbert Street	City of Port Orange	LOT C SUB LOTS 1 & 2 BLK L WILSONS PORT ORANGE PER OR 3179 PG 485 PER OR 5596 PG 3853 PER OR 8726 PG 4608
Parcel ID: 630407001820	City of Port Orange	DRAINAGE RETENTION AREA LOTS 182 TO 187 INC EXC R/W POWERS ALLOTMENT PORT ORANGE MB 10 PG 138 PER OR 5236 PG 1068
Parcel ID: 630407001401	City of Port Orange	04 16 33 IRREG PARCEL BEING IN LOTS 188 TO 193 INC LYING S OF SR 415 & W OF ROSELLE ST & E OF SRRUCE CREEK RD & INC VAC DORA STREET ADJ EXC N 20 FT OF W 125.21 FT POWERS SUB OF PORT ORANGE PER 2551 PG 0525 PER OR 6489 PG 3802
Parcel ID: 634105000010	City of Port Orange	LOTS 1 TO 16 INC & PARCEL A RUTH WOODS MB 36 PG 139 PER OR 4272 PG 0835
Parcel ID: 634104030142	City of Port Orange	TRI PARCEL IN LOT 3D BUNCH GRANT MB 3 PG 128 E OF W/L OF LOCUST ST & W OF RUTH WOODS MB 36 PG 139 BEING 99 FT ON W/L & 123.62 FT ON E/L PER OR 3206 PG 1723
5797 Devon Street	City of Port Orange	LOT 1 FOXBORO SUB MB 34 PG 117 PER OR 2977 PG 1804 PER OR 8482 PG 3368



EXHIBIT "2" ZONING MAP





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (H15) Second Reading - Ordinance No. 2025-21- Code of Ordinances Amendment/Chapter 82 - Waterways - Installation of Private Aids to Navigation (PATONs)

DEPARTMENT: Community Development

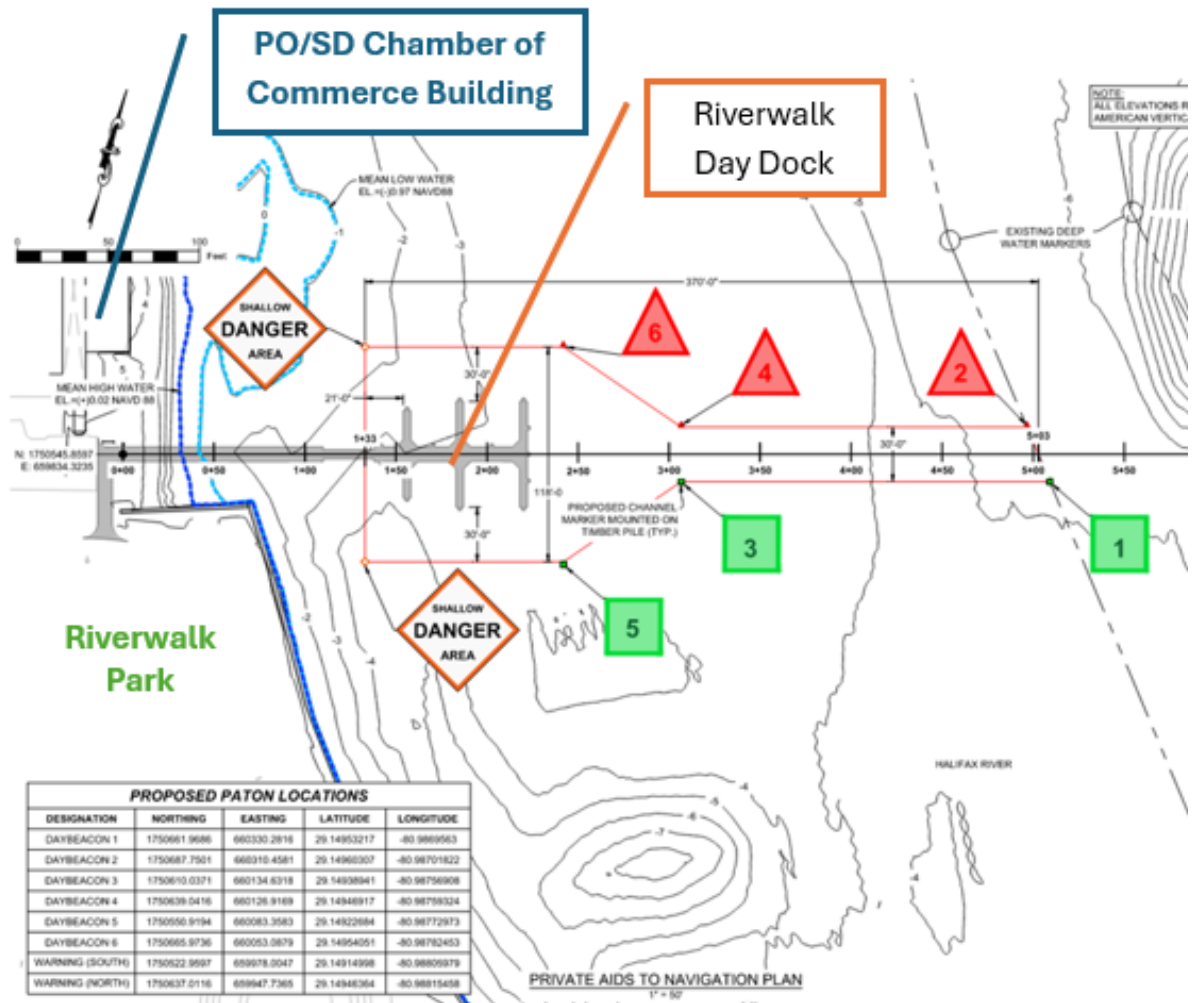
GOAL: 1 - Public Safety; 2 - Infrastructure; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-21 and authorize the City Manager to sign all required environmental and navigational permit applications associated with the Riverwalk Park Day Dock project.

SUMMARY: The city's design consultant is currently working on permit applications for the Riverwalk Park Day Dock with outside agencies including St. Johns River Water Management District (SJRWMD), U.S. Coast Guard and Florida Fish and Wildlife Conservation Commission (FWC). The proposed day dock will extend perpendicular from the shoreline and accommodate mooring for up to ten (10) vessels, with flexibility to expand as demand grows.

As part of the permitting process, the Riverwalk Park Day Dock project is to include the installation of Private Aids to Navigation (PATONs) or regulatory markers to safely guide boaters through the access channel that will be dredged as part of the project surrounding the day dock and extending to the existing deep-water channel that leads to the Intracoastal Waterway (ICW). These PATONs to be installed are necessary for navigational safety, reducing the risk of vessel grounding, and supporting increased boat traffic in the area of the day dock.

Pursuant to the requirements of the permits for the day dock, the City is required to establish the legal authority to install and maintain the PATONs. The proposed amendment to Chapter 82 of the City's Code of Ordinances establishes the City of Port Orange's jurisdiction over the PATON plan. It also formally identifies the proposed waterway marker locations, as detailed in the attached PATON plan, which includes precise geographic coordinates for each pile installation. As designed by the city's consultant (Dredging & Marine Consultants) and reviewed by FWC and the U.S. Coast Guard, the PATON plan includes (3) green day beacons, (3) red day beacons and (2) shallow water markers. The PATONs will be installed as part of the day dock construction project.



Private Aids to Navigation Plan showing the location and illustration of each waterway marker.

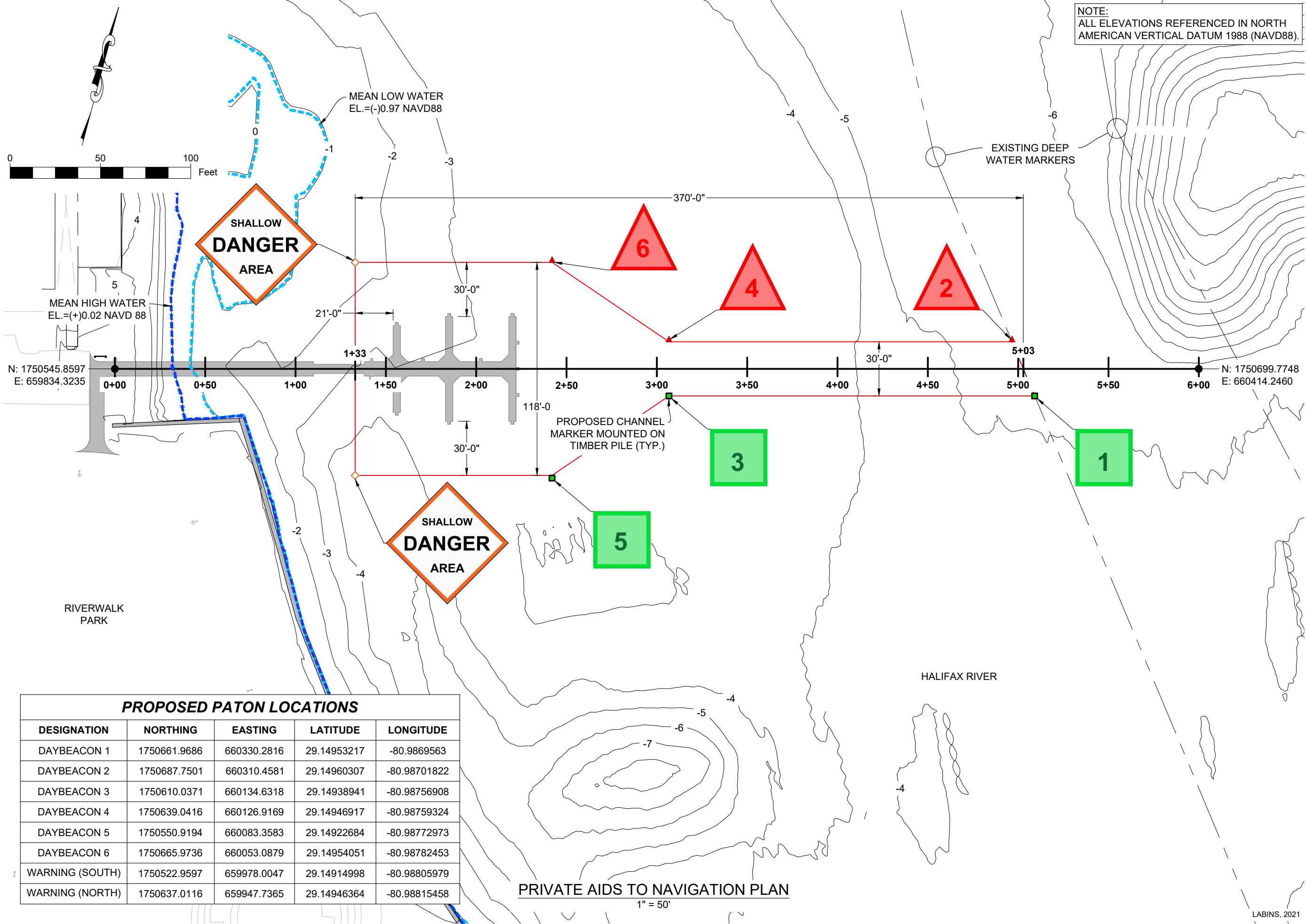
Once adopted by City Council, the ordinance will be submitted to the relevant permitting agencies to conclude the process for securing all required environmental and navigational permits. These permits are necessary to ensure compliance with federal, state, and local regulations protecting waterway safety.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	PATON Plan	PATON Plan.pdf
2.	Business Impact Estimate Form - Ord. 2025-21.pdf	Business Impact Estimate Form - Ord. 2025-21.pdf.pdf
3.	Ordinance No. 2025-21 with exhibit W REV FIRST PAGE	Ordinance No. 2025-21 with exhibit W REV FIRST PAGE.pdf

Drawing Name: C:\Users\DMC-USER\Documents\DMC - Documents\DMC Projects\026 - City of Port Orange\24-026-36 Day Dock at Riverwalk Park, Phase 1\Drawings\Riverwalk Day Docks.dwg By: DMC-USER Tab: PATON (14) 6/24/2025



NOTE:
ALL ELEVATIONS REFERENCED IN NORTH
AMERICAN VERTICAL DATUM 1988 (NAVD88).

PROPOSED PATON LOCATIONS				
DESIGNATION	NORTHING	EASTING	LATITUDE	LONGITUDE
DAYBEACON 1	1750661.9686	660330.2816	29.14953217	-80.9869563
DAYBEACON 2	1750687.7501	660310.4581	29.14960307	-80.98701822
DAYBEACON 3	1750610.0371	660134.6318	29.14938941	-80.98756908
DAYBEACON 4	1750639.0416	660126.9169	29.14946917	-80.98759324
DAYBEACON 5	1750550.9194	660083.3583	29.14922684	-80.98772973
DAYBEACON 6	1750665.9736	660053.0879	29.14954051	-80.98782453
WARNING (SOUTH)	1750522.9597	659978.0047	29.14914998	-80.98805979
WARNING (NORTH)	1750637.0116	659947.7365	29.14946364	-80.98815458

PRIVATE AIDS TO NAVIGATION PLAN
1" = 50'

<p>DRAWING: PATON PLAN</p> <p>DMC JOB NO.: 24-026-36</p> <p>DRAWN BY: AM CAD C3D</p> <p>CHECKED BY: AM SCALE AS SHOWN</p> <p>APPROVED BY: DATE 06-18-2025</p>	<p>PROJECT NAME: RIVERWALK PARK DAY DOCKAGE</p> <p>CITY: CITY OF PORT ORANGE</p> <p>CLIENT: CITY OF PORT ORANGE</p> <p>FLORIDA LICENSE NO.: 66990</p> <p>DESIGNER: VITALY FEYGIN, P.E.</p>
<p>DMC ENGINEERS • SCIENTISTS</p> <p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com</p>	



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 82, ARTICLE I TO ESTABLISH A NEW SECTION 82-6 AUTHORIZING AND ADOPTING A PRIVATE AIDS TO NAVIGATION (PATON) PLAN FOR THE PURPOSE OF ESTALISHING JURISDICTION TO INSTALL AND MAINTAIN UNIFORM WATERWAY MARKERS TO SAFELY GUIDE BOATERS TO AND FROM THE RIVERWALK DAY DOCK; AUTHORIZING THE CITY MANAGER TO SIGN ALL REQUIRED ENVIRONMENTAL AND NAVIGATIONAL PERMIT APPLICATIONS NECESSARY FOR THE RIVERWALK PARK DAY DOCK PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 327.40, Florida Statutes, sets forth the requirements and process for installing and maintaining uniform waterway markers by applying for a permit from the Division of Law Enforcement of the Fish and Wildlife Conservation Commission (“FWC”); and

WHEREAS, a requirement of the permitting process is to establish jurisdiction over the PATON plan for the purpose of implementing said plan; and

WHEREAS, the City of Port Orange desires to adopt a PATON plan, and establish jurisdiction for the purpose of installing and maintaining the PATON Plan in accordance with Chapter 327, Florida Statutes; and

WHEREAS, the City of Port Orange has determined that the adoption of the PATON plan is beneficial to the citizens of the City of Port Orange, Florida; and

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

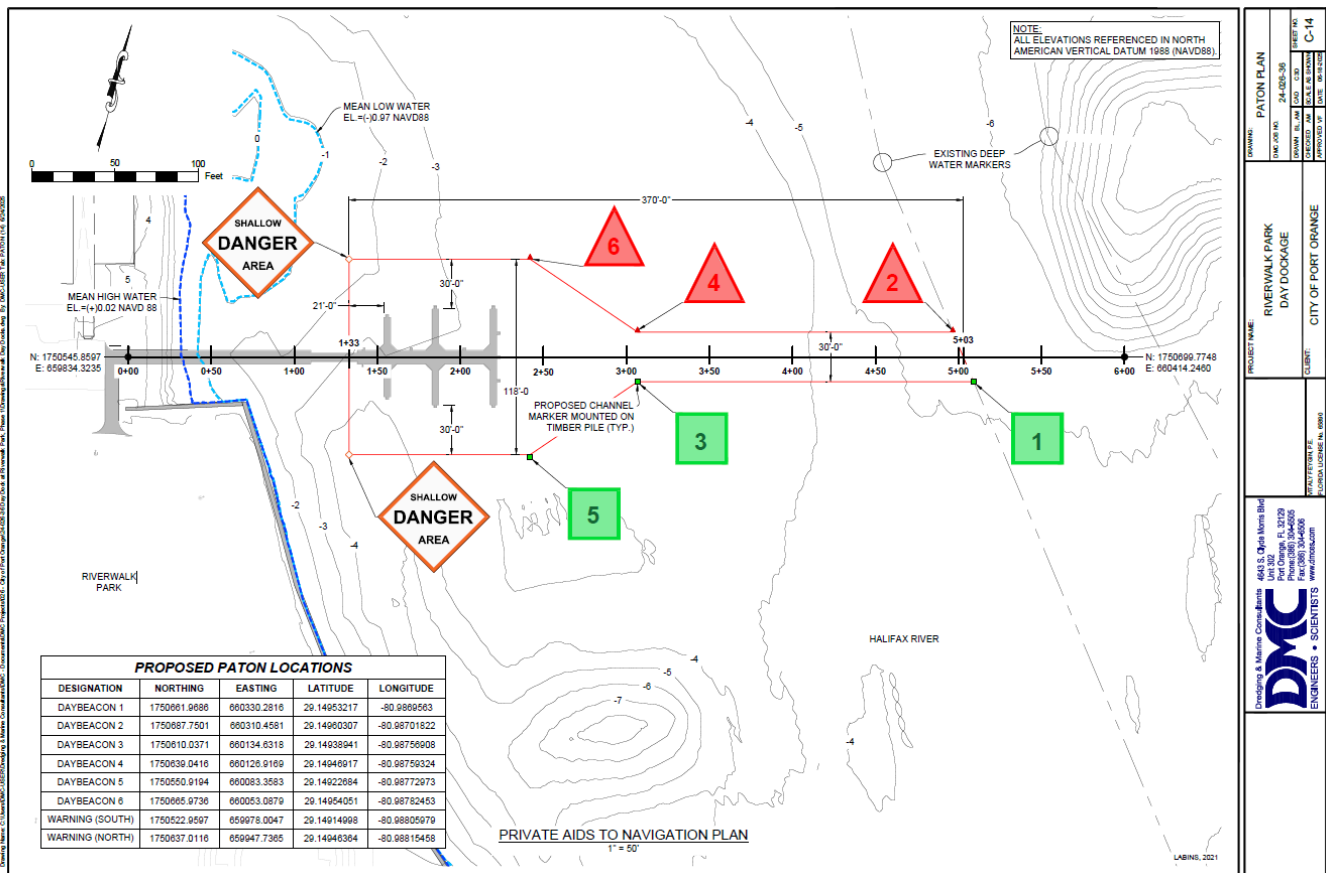
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby establishes Chapter 82, Article I, Section 82-6 of the Code of Ordinances to read as follows:

Sec. 82-6. – Riverwalk Park Day Dock Private Aids to Navigation (PATON) Plan.

In accordance with § 327 of the Florida Statutes related to uniform waterway markers, the city hereby adopts the Private Aids to Navigation (PATON) Plan, set forth hereinbelow as Figure 82:A. which formally identifies the proposed waterway marker locations including the precise geographic coordinates for each pile installation.

Figure 82:A – Riverwalk Park Day Dock Private Aids to Navigation (PATON) Plan



SECTION 2. The City Council of the City of Port Orange, Florida hereby adopts the PATON Plan, attached hereto as **Exhibit "A"**, attached hereto and made a part hereof by reference.

SECTION 3. The City Council of the City of Port Orange, Florida hereby authorizes the City Manager to sign all necessary environmental and navigational permit applications associated with the Riverwalk Park Day Dock project.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

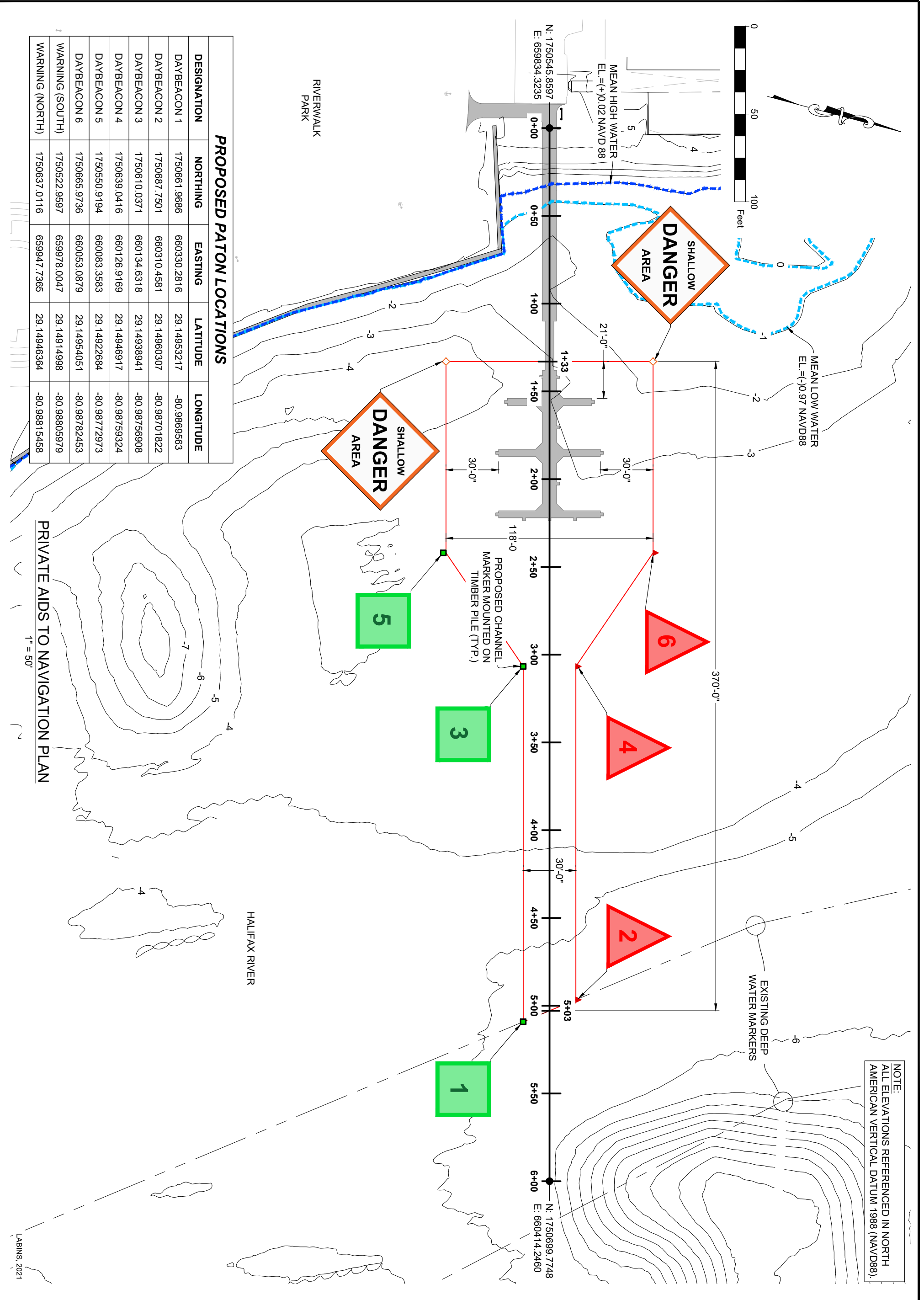
Passed on first reading on the day of _____, 2025

Passed and adopted on second and final reading on the day of _____, 2025

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

EXHIBIT "A"

Drawing Name: C:\Users\DMC-USER\Dredging & Marine Consultants\DMC - Documents\DMC Projects\026 - City of Port Orange\24-026-36 Day Dock at Riverwalk Park, Phase 1\Drawings\Riverwalk Day Docks.dwg By: DMC-USER Tab: PATON (14) 6/24/2025



PROPOSED PATON LOCATIONS			
DESIGNATION	NORTHING	EASTING	LONGITUDE
DAYBEACON 1	1750661.9686	660330.2816	-80.9869563
DAYBEACON 2	1750687.7501	660310.4581	-80.98701822
DAYBEACON 3	1750610.0371	660134.6318	-80.98756908
DAYBEACON 4	1750639.0416	660126.9169	-80.98759324
DAYBEACON 5	1750550.9194	660083.3583	-80.98772973
DAYBEACON 6	1750665.9736	660053.0879	-80.98782453
WARNING (SOUTH)	1750522.9597	659978.0047	-80.98805979
WARNING (NORTH)	1750637.0116	659947.7365	-80.98815458

NOTE:
ALL ELEVATIONS REFERENCED IN NORTH
AMERICAN VERTICAL DATUM 1988 (NAVD88).

PRIVATE AIDS TO NAVIGATION PLAN
1" = 50'

Dredging & Marine Consultants

 ENGINEERS • SCIENTISTS

4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32129
 Phone:(386) 304-6505
 Fax:(386) 304-6506
 www.dmc.es.com

VITALY FEYGIN, P.E.
 FLORIDA LICENSE No. 65890

PROJECT NAME:
**RIVERWALK PARK
 DAY DOCKAGE**

CLIENT:
CITY OF PORT ORANGE

DRAWING:
PATON PLAN

DMC JOB NO. 24-026-36

DRAWN	BL, AM	CAD	C3D	SHEET NO.
CHECKED	AM	SCALE AS SHOWN	C-14	
APPROVED	VF	DATE	06-18-2025	

LABINS, 2021



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (H16) Administrative Amendments to the Land Development Code (LDC)

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-22/2025-23/2025-24/2025-25 to be stated with each agenda item separately.

SUMMARY: PLANNING COMMISSION ACTION (7/31/25): Recommended Approved (6-0)

Items 17a - 17d are part of a package of amendments to the Land Development Code (LDC), intended to update the Code and enhance its clarity, consistency, and overall effectiveness. As part of this ongoing maintenance effort, the proposed amendments include clarifications, procedural adjustments, and minor clean-up items designed to streamline the development review process. These amendments address issues identified during the practical application of the Code, correct inconsistencies, and ensure alignment with recently adopted state legislation.

17a. Chapter 12 Parking Space Width - Ordinance No. 2025-22: The LDC currently requires a standard off-street parking space to be a minimum of 10 feet in width by 20 feet in length. Over the past several years, multiple variances and Master Development Agreements have been approved, allowing parking spaces sized at 9 feet x 20 feet. The proposed amendment would establish the required size for a standard parking space as 9 feet by 20 feet, reduce the need for recurring variance requests or Master Development Agreements (MDAs), and streamline the development review process. To date, there have been no documented operational or safety issues within the parking lots developed with 9-foot x 20-foot spaces, including areas such as the Pavilion, LA Fitness, BJ's Wholesale Club, Target/Lowe's, Jimmy Hula's, Catfish Commons, First Watch, and Starbucks.

A 9-foot x 20-foot parking space is a common standard size across Florida and nationwide. Professional engineering organizations such as the Institute of Transportation Engineers (ITE), a professional association of transportation engineers, planners, consultants, educators, and public agency officials focused on the planning, design, operation, and management of transportation systems, have studied and documented that the 9-foot x 20-foot parking space accommodates the majority of passenger vehicles, including SUVs and light trucks. The proposed amendment to establish the width of a parking space to 9 feet is also consistent with the width standard

adopted by other municipalities in Volusia County, such as Ormond Beach, Daytona Beach, DeLand, Daytona Beach Shores, and South Daytona.

Reducing the minimum parking space width from 10 feet to 9 feet will provide greater flexibility in site design, particularly for infill, constrained, or redevelopment sites. This change allows for more efficient land use, creates additional opportunities for landscaping and stormwater management, may help reduce the overall impervious surface area, and reduces the requests for 9-foot-wide spaces through variances or MDAs.

17b. Chapter 3 Administration and Chapter 5 Subdivisions - Ordinance No. 2025-23: This proposed amendment to the LDC is to align the subdivision plat approval procedures with recent changes to Florida Statutes, effective July 1, 2025, following the enactment of Senate Bill 784 (SB 784). SB 784, titled the "Platting Reform", was passed unanimously by both the Florida Senate and House on April 29, 2025, and was signed into law by Governor Ron DeSantis on June 20, 2025 and mandates that subdivision plats and replats submitted pursuant to Section 177.091, Florida Statutes, be reviewed and approved administratively by staff, removing the requirement for a subdivision plat or replat to go to public hearings before the Planning Commission or City Council. According to SB 784, local governments must designate an administrative official to act as the approval authority for subdivision plat or replat applications.

The proposed amendment will revise the current requirements or add new requirements to the LDC to align with SB 784:

- 1) Designates the applicable administrative official (e.g., Community Development Director) as the authority to approve or deny plats and replats; and
- 2) Removes references to taking a plat or replat to a public hearing for review and approval, shifting approval from the City Council at a public hearing to administrative approval, similar to the process used for site plans.

The proposed amendment does not change any current subdivision design or standard construction details required by the LDC or change the staff review process; the requirement for a plat to be reviewed by a third-party surveyor, Planning Commission review for a variance related to a subdivision requirement in the LDC, and recording requirements for a plat all still must be met.

17c. Chapter 15 – Signs - Ordinance No. 2025-24: The LDC currently requires that messages displayed on an electronic message center (LED sign) must remain static for a minimum of 60 seconds before changing. Over the past few years, staff have received inquiries and feedback from businesses and property owner associations regarding the 60-second minimum message display time requirement being too restrictive, particularly from those with existing electronic message signs or those looking to install a sign with an electronic message center.

The proposed amendment would establish a minimum message display time for an electronic message sign of 10 seconds. This change provides greater flexibility in message rotation, allowing businesses to advertise or communicate more effectively while maintaining safeguards in the LDC, such as prohibiting rapid flashing or distracting animations that could impact traffic safety or alter the visual character of surrounding neighborhoods. The proposed 10-second message display time is consistent with

standards adopted by other nearby municipalities, such as Ormond Beach, New Smyrna Beach, South Daytona, and Volusia County, where the minimum message display time ranges between 5 and 15 seconds.

Studies conducted by the Federal Highway Administration (FHWA) and the International Sign Association (ISA) have found that message changes at intervals of 8 to 10 seconds do not pose a significant distraction to drivers when signs are properly designed, regulated, and do not flash, scroll, animate, or have excessive brightness. The proposed amendment does not change any of the existing LDC requirements that prohibit animation, flashing, or brightness limits as these safeguards will remain fully in effect.

Allowing a 10-second message display time will enable content to be displayed and updated more frequently, enhancing businesses' ability to communicate effectively with the public. The proposed change will allow a sign with an electronic message center to be used as a communication and marketing tool for businesses while maintaining visual and safety standards.

17d. Chapter 16 - Miscellaneous Regulations - Ordinance No. 2025-25: The LDC provides the setbacks for various types of accessory structures, including sheds, carports, pools, pool enclosures, concrete or paver patios, and elevated decks. For most of these accessory structures, the side and rear setbacks typically range between 5 feet to 10 feet. However, for an elevated wood deck, the required side and rear setbacks are determined by the height of the deck, using the following formula: 5 feet + 2 feet for every 1 foot above grade.

Over the past several years, several elevated wood decks have been proposed, but due to the large setbacks required under this current setback formula, many residents have either chosen not to move forward with their projects or have revised them to be structural additions to the home with rooftop decks instead of the open deck concept, since the setbacks are less than the elevated wood deck setbacks.

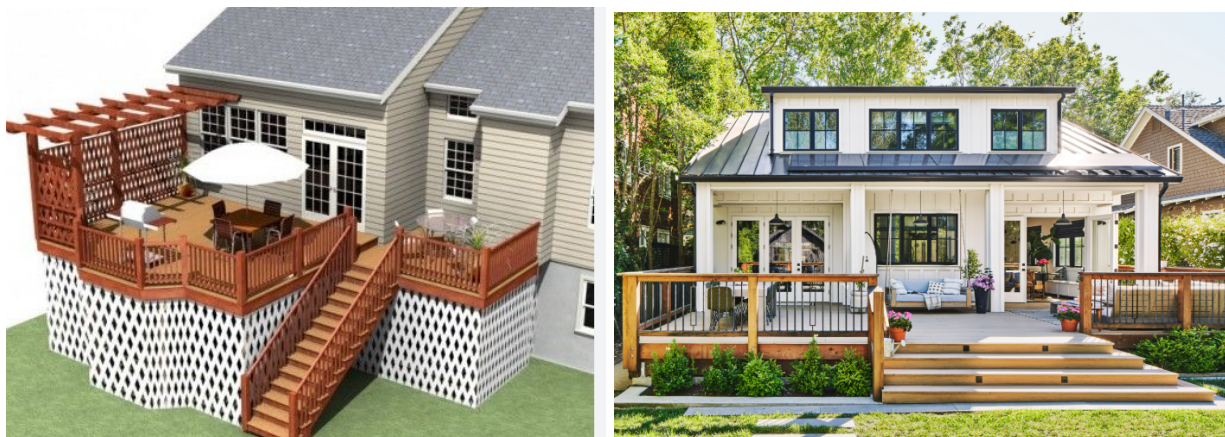


Figure 1. Examples of elevated decks similar to projects proposed in the past that would not comply with current setback requirements

The proposed amendment would revise the side and rear setback requirements for an elevated deck to align with either the setbacks currently required in the LDC for an elevated deck or the side and rear yard setbacks for the principal structure, based on

the property's zoning, whichever is less. For example, on a property zoned Neighborhood Preservation (NP), the setbacks for the principal structure are as follows: Side, 7.5 feet, and Rear, 25 feet.

Under the current setback requirement for an elevated deck, a deck elevated 10 feet above grade would require both side and rear setbacks of 23 feet (based on the formula: 5 feet from the property line + 2 feet for every 1 foot above grade). If the proposed amendment is adopted, the required side setback would be reduced to 7.5 feet, while the rear setback would remain 23 feet, since it is less than the zoning-required 25 feet. The proposed amendment will provide homeowners with more options for placing elevated decks by allowing them to use the smaller of the two setback requirements. This amendment also aligns elevated deck setbacks more closely with those of the principal structure, promoting uniformity within neighborhoods.

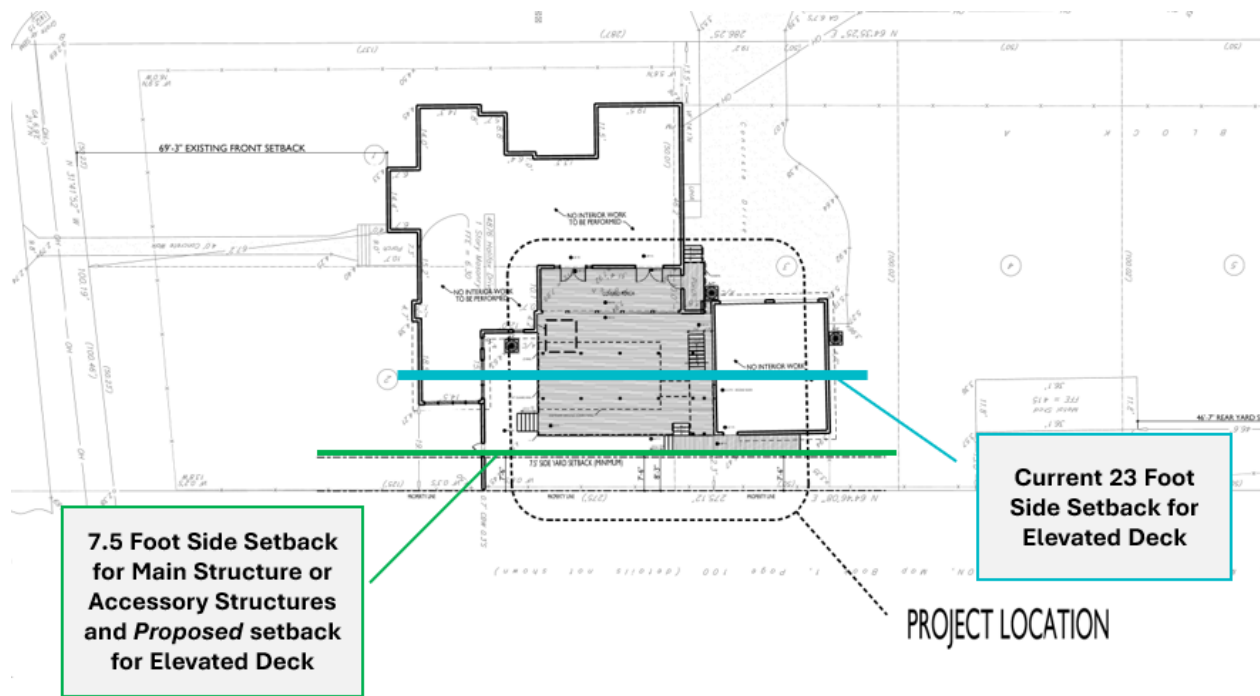


Figure 2. Site Layout for a 10-foot elevated deck with the current setback (blue) and the proposed setback (green)

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Final Staff Report - Chapter 3 5 1215 and 16	Final Staff Report - Chapter 3 5 1215 and 16.pdf
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Amanda Bonin

Created/Initiated - 08/21/2025



STAFF REPORT

CASE NO. DCAM-25-0003

LDC TEXT AMENDMENT / CHAPTERS 3, 5, 12, 15,
and 16

REQUEST: To amend Chapter 3, 5, 12, 15, and 16 of the Land Development Code (LDC), as part of an effort to update the LDC.

APPLICANT: City of Port Orange

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Tim Burman, Community Development Director (386) 506-5675

PLANNING COMMISSION DATE: July 31, 2025

INTRODUCTION:

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development, Ridgewood targeted businesses, tree preservation, entertainment districts, home based businesses and others

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed amendments include clarifications, procedural and minor changes that are simple clean-up items that make the Code and the development review process more efficient and consistent, or amendments to address problems or issues encountered when applying the Code.

CHAPTER 12 – ROADS AND VEHICULAR USE AREAS: The current requirement in the LDC requires standard off-street parking spaces to be a minimum of 10 feet in width by 20 feet in length. Over the past several years, multiple variances and Master Development Agreements have been approved allowing parking spaces sized at 9' x 20' to be developed. The proposed amendment to the code would establish the size of a parking space to be 9' X 20' and reduce the need for recurring variance requests, streamlining the development review process. To date, there have been no documented operational or safety issues within the parking lots that have been developed with 9' x 20' spaces.

A 9' x 20' parking space is a common standard size across Florida and nationwide. Professional engineering organizations such as the Institute of Transportation Engineers (ITE), a professional association of transportation engineers, planners, consultants, educators, and public agency officials focused on the planning, design, operation, and management of transportation systems, have studied and documented that the 9' x 20' parking space accommodates the majority of passenger vehicles, including SUVs and light trucks. The proposed parking space size is also consistent with standards adopted by other municipalities in Volusia County (Table 2), where most jurisdictions, including neighboring communities, allowing 9' wide parking spaces.

Table 2. Parking Space Width Comparison

	Proposed Parking Space Width Requirement
<i>Proposed - Port Orange</i>	9'
	Parking Space Width Requirements
<i>Current - Port Orange</i>	10'
New Smyrna Beach	10'
Daytona Beach	9'
Ormond Beach	9'
Deland	9'
South Daytona	9'
Daytona Beach Shores	9'

Reducing the minimum parking space size width from 10' to 9' will provide greater flexibility in site planning, particularly for infill or constrained sites. This allows for more efficient use of developable land, enhanced opportunities for landscaping and stormwater management, and potential reduction in impervious surface area.

CHAPTER 3 – ADMINISTRATION and CHAPTER 5 – SUBDIVISIONS: This proposed amendment to the LDC is to align the plat approval procedures with recent changes to Florida Statutes, effective July 1, 2025, following the enactment of Senate Bill 784 (SB 784). SB 784 mandates that plats and replats submitted pursuant to Section 177.091, Florida Statutes, be reviewed and approved administratively, removing the requirement for public hearings before the Planning Commission or City Council. Under the new law, local governments must designate an administrative official to act as the approval authority for such applications.

This proposed amendment will revise the current requirements or add new requirements to the LDC based on the passing of SB 784: 1) designates the applicable administrative official (e.g., Community Development Director) as the authority to approve or deny plats and replats; and 2) removes references to taking a plat or replat to a public hearing for review and approval.

The proposed amendment does not change any current subdivision design or standard construction details required by the LDC or change the staff review process, requirement for a plat to be reviewed by a third-party surveyor, Planning Commission review for a variance related to a subdivision requirement in Chapter 5 of the LDC, and recording requirements that all plats must meet. The proposed text amendment revises

the approval process for a plat or replat, shifting it from City Council at public hearing, to an administrative approval, similar to the process used for site plans

CHAPTER 15 – SIGNS: The current requirement in the LDC requires that messages displayed on an electronic message center (LED sign) remain static for a minimum of 60 seconds before changing. Over the past few years, staff have received inquiries and feedback from businesses and property owner associations regarding the 60-second minimum message display time requirement being too restrictive, particularly from those with existing electronic message signs or those looking to install one.

The proposed amendment would reduce the minimum message display time for electronic message sign from 60 seconds to 10 seconds. This change allows for greater flexibility in message rotation, enabling businesses to advertise or communicate more effectively while maintaining important safeguards, such as prohibiting rapid flashing or distracting animations that could impact traffic safety or alter the visual character of surrounding neighborhoods.

This proposed 10-second message display time is consistent with standards adopted by other municipalities in Volusia County, where most jurisdictions, including neighboring communities, allow message display to change every 5 to 15 seconds. Aligning with these minimum message display times ensures that Port Orange remains current with sign regulations (Table 1).

Table 1. Minimum Message Display Time for Electronic Message Sign

Jurisdiction	Minimum Message Display Time
<i>Proposed - Port Orange</i>	10 seconds
Jurisdiction	Minimum Message Display Time
<i>Current - Port Orange</i>	60 seconds
Daytona Beach	60 seconds
Ormond Beach	15 seconds
New Smyrna Beach	8 seconds
Volusia County	8 seconds
South Daytona	5 seconds

Studies conducted by the Federal Highway Administration (FHWA) and the International Sign Association (ISA) have found that message changes at intervals of 8 to 10 seconds do not pose a significant distraction to drivers when signs are properly designed, regulated, and do not flash, scroll, animate, and have excessive brightness. The proposed amendment does **not** change any of the existing LDC requirements that prohibit animation, flashing, or brightness limits as these safeguards will remain fully in effect.

Allowing a 10-second message display time will enable content to be displayed and updated more frequently, enhancing businesses’ ability to communicate effectively with the public. The proposed change will allow a sign with an electronic message center

(see Figure 1) to be used as a communication and marketing tool while maintaining visual and safety standards.



*Figure 1. Photos of signs in Port Orange featuring electronic message signs
From left to right: a multi-tenant sign, a gas station sign, and an individual commercial sign.*

For a multi-tenant commercial center in Port Orange that uses electronic message centers (LED signs) to advertise multiple businesses within a single complex, reducing the message duration allows more tenants to be featured within a given time period, improving visibility for all tenants. For individual businesses with an electronic message sign, a shorter message display time offers the opportunity to display various aspects of their operations, such as promotions, operating hours, events, and prices.

CHAPTER 16 - MISCELLANEOUS REGULATIONS: In this Chapter of the LDC, setbacks are provided for various types of accessory structures, including sheds, carports, pools, pool enclosures, concrete or paver patio, and elevated decks. For most of these accessory structures, the side and rear setbacks typically range between 5 feet to 10 feet. However, for elevated wood deck, the required side and rear setbacks are determined by the height of the deck, using the following formula: 5 feet + 2 feet for every 1 foot above grade.

Over the past several years, a number of elevated wood decks have been proposed, but due to the large setbacks required under this setback formula, many residents have either chosen not to move forward with their projects or have revised them to be structural additions to the home with rooftop decks instead of the open deck concept.

The proposed amendment would revise the side and rear setback requirements for elevated decks to align with either the setbacks currently required in the LDC for elevated decks or the side and rear yard setbacks for the principal structure based on the property's zoning, whichever is less. For example, on a property zoned Neighborhood Preservation (NP), the setbacks for the principal structure are Side: 7.5 feet and Rear: 25 feet. The LDC currently only allowed elevated decks to be located within the rear and side yards only and outside of any recorded easement. This requirement is not being revised as part of this amendment.

Under the current LDC standard for elevated decks, a deck elevated 10 feet above grade would require both side and rear setbacks of 23 feet (based on the formula: 5 feet from the property line + 2 feet for every 1 foot above 1 foot above grade). If the proposed amendment is adopted, the required side setback would be reduced to 7.5

feet, while the rear setback would remain 23 feet, since it is less than the zoning-required 25 feet.

The proposed amendment will allow homeowners more options for placing elevated decks by using the smaller of two setback requirements and aligns elevated deck setbacks more closely with principal structure, promoting uniformity within neighborhoods. The modified setback addresses real-world development needs, while continuing to protect neighboring properties and uphold community character.

RECOMMENDATION:

Staff is recommending approval to amend Chapter 3, 5, 12, 15, and 16 of the Land Development Code as discussed in this staff report.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3 ADMINISTRATION AND CHAPTER 5 SUBDIVISIONS RELATING TO PLAT APPROVAL PROCEDURES TO ENSURE CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING SECTION 177.071, FLORIDA STATUTES, REQUIRING CERTAIN PLAT AND REPLAT SUBMITTALS BE ADMINISTRATIVELY APPROVED WITHOUT FURTHER ACTION BY THE GOVERNING BODY; REQUIRING THE DESIGNATION OF AN ADMINISTRATIVE AUTHORITY FOR THE PLAT REVIEW AND APPROVAL PROCESSES; SETTING FORTH THE REVIEW TIMEFRAME AND NOTICE REQUIREMENTS RELATED TO THE APPROVAL PROCESS FOR PLAT AND REPLAT SUBMITTALS; CONFORMING SECTION 177.111, FLORIDA STATUTES, TO BE CONSISTENT WITH SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the recent changes to state legislation requires changes to the Land Development Code as it relates to the regulation of home-based businesses; and

WHEREAS, amendments to Chapters 3 and 5 of the Land Development Code (“Code”) are necessary to implement the changes for consistency and compliance with Florida Statutes; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 3, of the Land Development Code, to read as follows:

Chapter 3 – Administration

[No changes to sections 1 and 2]

Section 3: Development plan review process.

- (a) *Designation of plans as major or minor development.* For purposes of review and approval under this code, all plans shall be designated as minor development or major development as outlined below.
 - (1) *Major development.* A development plan shall be designated as a major development if it meets one or more of the following criteria:
 - ~~a.~~ The plan includes the final plat for the subdivision of land.
 - ba. The plan is for the rezoning to PUD or PCD district and the establishment of a new master development agreement (MDA) and conceptual development plan (CDP), the establishment of a new MDA and CDP in the PC-A or PC-R district, an amendment to an approved MDA or CDP, or is so deemed a major development in an approved MDA.
 - eb. The plan is part of a larger development proposal or poses special development issues that require the additional review of a major development, as determined by the administrative official.
 - (2) *Minor development.* A development plan shall be designated as a minor development if it:
 - a. ~~f~~ails to meet the criteria for a major development listed above.
 - b. The plan includes the final plat or replat for the subdivision of land submitted under F.S. ch. 177.
 - c. ~~, and is n~~ot exempt from the requirement for a development order under section 2(b) above.
- (b) *Pre-application conference.* Prior to submitting a development review application, the applicant shall meet with the administrative official or his/her designee(s), in order to verify the steps necessary for application and review, and discuss potential issues regarding the development proposal. Comments made at the pre-application conference are intended to provide guidance and are nonbinding on the formal review of the development plans, except that an applicant may request a written confirmation of the designation of the proposal as a major or minor development.

- (c) *Application for development plan review.* Applications for development plan review shall be made to the department utilizing the form provided by the department for that purpose, and accompanied by the appropriate review fee, as adopted by resolution of the city council. Application shall be accompanied by the appropriate number of proposed plans, as determined by the administrative official based upon the size and scope of the proposed development. Plans shall be signed and sealed by a registered engineer, architect, landscape architect, where required by this code. Plans shall be prepared according to the standards of this code.
- (1) *Review of application materials.* Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing.
 - (2) *Initiation of development review.* Once a completed application is submitted, it shall be scheduled for the next staff development review committee (SDRC) meeting, but no earlier than one week from the date that the application is deemed complete. Within seven days of a complete application being submitted, written notice will be provided with the timeframe for approval of the development plan. ~~The administrative official may waive the required SDRC meeting for certain development applications based on the size and scope of the proposed development.~~
 - (3) The administrative official may waive the required SDRC meeting for certain development applications based on the size and scope of the proposed development.

[Subsections (d) thru (h) remain unchanged]

[No changes to the remainder of Chapter 3]

SECTION 2. The City Council of the City of Port Orange hereby amends Chapter 5, of the Land Development Code, to read as follows:

[No changes to Sections 1 thru 6]

Section 7: Subdivision plat and development plans review.

Approval of subdivision plats and development plans is outlined in chapter 3, article I, section 3 of this code. Approval of the final plat and development plans results in the issuance of a development order.

- (a) *Subdivision plat and development plan exhibits.* The following information and documentation shall be shown on or enclosed with the subdivision plat and development plans submitted for review. The subdivision plat and development plans shall be drawn at a scale of no smaller than one inch equal to 100 feet.
 - (1) The final plat drawing(s), drafted in compliance with F.S. ch. 177, and including certificates of approval for signature by the ~~mayer~~ designated administrative official and attestation by the city clerk.

[No changes to the remainder of subsection (a) and all of subsection (b)]

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

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

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO DIGITAL SIGNS AND STRING LIGHTING, AMENDING THE MESSAGE DISPLAY TIME; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 15, of the Land Development Code, to read as follows:

Chapter 15 - SIGNS

Section 9: - Digital Signs and String Lighting.

(a) *Digital signs.* Digital signs are subject to the following standards:

Figure 15:13 Examples of digital signs



- (1) The digital sign area of a monument sign shall be integrated into the design of the sign. The digital sign area shall not be an add-on feature onto the monument sign, but rather must be fully integrated into the sign design.

Figure 15:14 Examples of electronic message area integrated into a monument sign



Figure 15:15 Example of the digital sign area not being integrated into a monument sign



- (2) Each message on the digital sign shall be displayed for at least ~~60~~10 seconds in duration. Message changes shall be completed instantaneously and shall be unnoticeable.

[No changes to the remainder of section 9]

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 16 RELATING TO
SPECIAL SETBACKS FOR ELEVATED WOOD DECKS;;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 16, of the Land Development Code, to read as follows:

Chapter 16 – MISCELLANEOUS REULATIONS

Section 5: - Special setbacks.

[No changes to subsection (a)]

(b) *Special setbacks.*

Structure or Building Feature	Special Setback
Air conditioning unit	3.5 feet into yard (1)
Antenna, dish (2), (3), (7)	10 feet from property line
Awning	3 feet into yard (1)
Balcony, open three sides	5 feet into yard (1)
Barbecue pit, residential (2)	10 feet from property line
Boat dock/boathouse	Refer to chapter 9, article III, shoreline protection regulations
Canopy, commercial (3):	
Bank drive-through	5 feet from side property line
Gasoline pump island	5 feet from side property line
Other	5 feet from side property line
Carport, residential (attached or freestanding) (3)	15 feet from rear property line 5 feet from side property line
Clothesline (5), (7)	5 feet from property line
Deck, wood (less than one foot above grade at property line) (2), (6)	5 feet from property line
Deck, wood (greater than one foot above grade at property line) (2), (3)	5 feet from property line, plus 2 feet for every 1 foot above grade <u>or the required rear and side-yard setback of the principal structure, whichever is less.</u>
Driveway, residential A	5 feet from property line
Expansion of existing drive with pervious and nonpermanent surface	2.5 feet from property line
Fireplace and chimney (2)	3 feet into yard
LP Fuel storage tank (2), (7), (8):	
Residential zones	Refer to NFPA 37 requirements, as may be amended
Gazebo	7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2)
Generators (stationary emergency) (1), (8)	Refer to NFPA 58 requirements, as may be amended
Outdoor play equipment (7)	7.5 feet from rear property line
Overhang	3 feet into yard (1)
Patio, at grade (2)	5 feet from property line
Pergola	7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2); 3 feet into front yard if attached to principal structure
Pool, swimming (2)	8 feet from property line (4)
Porch:	
Entry (less than 12 square feet)	3 feet into front or rear yard
Covered, open three sides	15 feet from rear property line
Rain barrel (2), (7), (8)	3.5 feet into yard
Screen room, residential (roof, open three sides or open two sides if dwelling is not parallel to rear lot line)	15 feet from rear property line

Screen pool enclosure (2)	5 feet from property line
Sill, window	1 foot into yard
Storage building (2), (7):	
Residential uses (120 square feet or less)	5 feet from property line
Residential uses (121 to 250 square feet)	10 feet from rear property line; 10 feet from side property line or the required side-yard setback of principal structure, whichever is less
Residential uses (251 square feet up to < square footage of the principal structure)	Same setback requirement as the principal structure
Nonresidential uses (250 square feet or less)	10 feet from property line
Tennis court, residential (2)	10 feet from property line
Treehouse (2)	1 foot for every 1 foot above grade, minimum 7.5 feet
Window, bay (3)	3 feet into yard (1)
Wingwalls	3 feet into yard (1)

NOTES:

- (1) In no case shall the special setback exceed 50 percent of the minimum yard dimension.
- (2) Location within required yards permitted in rear and side yards only.
- (3) Setback shall be measured from the leading vertical edge of the structure. Where the structure is movable, creating an adjustable vertical edge, the setback dimension shall be measured from the greatest possible vertical edge.
- (4) Structures elevated and attached to the top of aboveground pools shall be set back in accordance with the special setback provisions established for decks in this section.
- (5) Location within required yards permitted in rear yards only. Structures may be allowed in side yards provided they are screened from public view by an opaque fence.
- (6) Location within the side corner yard is allowed, provided that the deck is screened by an opaque fence.
- (7) Location within the required rear yard is prohibited on an atypical lot if structure is greater than four feet in height.
- (8) Structure shall be screened from rights-of-way and adjacent properties using architectural features, opaque fencing or walls, consistent with the surrounding primary structures, or landscaping of sufficient density and maturity at planting to provide opaque screening. For generators and LP fuel storage tanks, there shall be a three-foot clearance area in front of the service panel, if applicable, for maintenance. For rain barrels, screening shall not be required if the structure is decorative in nature, or if its color is light or dark brown, dark green, or black, or painted light or dark brown, dark green, black, or consistent with that of the primary structure.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

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

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

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- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (H17) First Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-19.

SUMMARY: PLANNING COMMISSION ACTION: Recommended Approval

Lamar Outdoor Advertising, represented by Rob Merrell from Cobb Cole, is requesting an amendment to the Land Development Code (LDC) to allow the replacement of static billboard sign faces with digital sign faces on existing structures. If approved, the amendment would give City Council the authority to enter into agreements with billboard owners to reconstruct existing billboards along I-95 or Ridgewood Avenue with digital sign faces, in exchange for the permanent removal of other existing billboard sign faces within the City. According to the applicant, the proposed amendment intends to reduce the overall number of billboard sign faces in Port Orange. Specifically, it would require the removal of at least two (2) existing static sign faces for each digital sign face conversion of an existing billboard along I-95 or Ridgewood Avenue.



Figure 1 - Rendering of billboard with LED sign face on US1. Figure 2 - Existing billboard on US1

Under the City's current sign regulations, a billboard is a prohibited sign. Furthermore, structural repairs or reconstruction of existing non-conforming signs is not permitted,

requiring them to be removed as they become structurally unsound. The applicant requests this amendment to allow some existing billboards to be reconstructed with a digital sign face in exchange for removing static billboard sign faces within the City.

There are 13 billboards within Port Orange, with the majority of the signs located along I-95. Lamar Outdoor Advertising owns five billboards with static sign faces (8 sign faces total) and one billboard with LED sign faces. If approved on the first reading, a reconstruction agreement between Lamar Outdoor Advertising and the City of Port Orange will be scheduled for Council review with the second reading of this ordinance on October 7, 2025. If the proposed Land Development Code (LDC) text amendment is approved, the applicant intends to request a reconstruction agreement that would allow one (1) billboard along I-95 and one (1) billboard along Ridgewood Avenue (north of Nova Road) to be rebuilt with a digital sign face. In exchange, the applicant would remove four (4) existing billboard sign faces located north of the Ridgewood Avenue and Nova Road intersection.



Figure 3. General Location of Existing Billboards within Port Orange

The proposed amendment also includes clean-up items to Chapter 15, Section 14, to remove duplicate code requirements that were inadvertently added multiple times when the sign code was updated in 2021 and make the existing digital sign-face requirements in Section 14 consistent with the digital sign-face requirements proposed with this amendment.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-19	Ordinance No. 2025-19.pdf
2.	Staff Report with Exhibits	Staff Report with Exhibits.pdf
3.	Business Impact Estimate Form - Ord. 2025-19 pdf	Business Impact Estimate Form - Ord. 2025-19 pdf.pdf

Tim Burman
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 08/01/2025
Approved - 08/04/2025
Approved - 08/26/2025
Final Approval - 08/26/2025

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested for the allowance of the reconstruction and replacement of an existing nonconforming sign structure with sign face(s) larger than 200 square feet in exchange for the permanent removal of other existing sign faces within the City of Port Orange; and

WHEREAS, the proposed amendment will remove duplicate code requirements that were inadvertently added multiple times when the sign code was previously updated; and

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 15, Section 14 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS

Section [14]: Nonconforming signs.

[No changes to subsections (a) and (b)]

(c) Use of a nonconforming sign may be continued, subject to the following regulations:

- (1) No nonconforming sign shall be enlarged or increased in any way from its lawful size at the time it was installed or constructed, nor shall a nonconforming sign be relocated from its lawful location at the time it was installed or constructed.
- (2) Nonconforming signs or sign structures that are considered abandoned signs under this chapter shall not be permitted for reuse.
- (3) Except as authorized in subsections (e)(1) and (f)(1), hereinbelow, ~~Use~~ use of a nonconforming sign shall immediately terminate upon a change of business type, business ownership or business name, regardless of whether property ownership of the lot on which the nonconforming sign is located has been transferred.

[No changes to subsections (4) through (6)]

(d) Normal repairs, maintenance and improvements may be made to nonconforming signs or sign structures; however, the cost of such repairs, maintenance or improvements made during any two-year period shall not exceed 25 percent of the overall replacement cost of the sign or sign structure at the end of the two-year period.

(e) If any nonconforming sign is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair and reconstruction will exceed 50 percent of the overall replacement cost of the sign at the time of damage, it shall not be repaired or reconstructed except in full conformity with the provisions of this code, except as follows:

- (1) A nonconforming offsite sign damaged by catastrophe exceeding 50 percent of the overall replacement cost of the sign may be reconstructed pursuant to the authority set forth in F.S. § 70.20, if the reconstruction agreement complies with all of the requirements set forth as follows:
 - (a) The reconstructed sign shall be located on the same property as the damaged sign.
 - (b) The reconstructed sign shall be located within a commercially zoned district, not including a planned commercial development or a planned unit development zoned district and shall comply with the requirements of this chapter regarding prohibited signs.
 - (c) The sign owner shall submit a proposed agreement for the reconstructed sign to the city for review.
 - (d) City council shall determine whether to approve or deny the proposed agreement submitted in accordance with this section; The reconstructed sign shall be a nonconforming sign.
 - (e) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face
 - (f) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face.
 - (g) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.
 - ~~(h) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - ~~(i) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - (h) The reconstructed sign face shall not exceed the square footage of the largest damaged sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.
 - ~~(k) The reconstructed sign face shall not exceed the square footage of the largest sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.~~

- (i) Structural components surrounding the sign face shall not exceed a size of ten percent of the sign face.
 - (j) The reconstructed sign face may change copy and if electronic or digital, the frequency of copy change shall not be less than ~~ten~~ eight second intervals, and the maximum transition time between messages shall not exceed one second.
 - (k) The reconstructed sign, if electronic or digital, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.~~The reconstructed sign, if electronic or digital, shall provide a high quality resolution for the display of not more than eight-millimeter pixel spacing, and shall include dimmers installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness levels of more than 0.3 foot candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First — ambient light shall be measured with the sign turned off. Second — sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = $\sqrt{\text{Area of sign square feet} \times 100}$.~~
 - (l) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the permitted building height in the commercial district.
 - (m) The sign agreement shall not contain any provision that would require the city shall not be required to pay compensation for any sign removed or not rebuilt pursuant to the agreement.
 - (n) The reconstructed sign shall comply with setback, landscaping, and architectural standards consistent with the requirements for the construction of a building within the zoning district and applicable design manuals.
- (f) In an effort to reduce the number of nonconforming signs located within the city that have a sign face greater than 200 square feet, an existing nonconforming sign with a sign face greater than 200 square feet may be reconstructed pursuant to the authority set forth in F.S. § 70.20, provided that the number of reconstructed sign faces result in a net reduction

in the number of sign faces greater than 200 square feet within the city and the reconstruction agreement complies with all of the requirements set forth as follows:

(1) Only an existing nonconforming sign with a sign face greater than 200 square-feet located along Ridgewood Avenue or the I-95 corridor can be reconstructed with a new sign face. A new sign face may be reconstructed on a new sign structure in exchange for the removal of at least two (2) sign faces located within the city so long as each sign face to be removed is greater than 200 square-feet. The reconstruction of a nonconforming sign with a new sign face (s) may be in the same location as the removed nonconforming sign and sign face(s). This exchange shall comply with all of the requirements set forth as follows:

(a) The reconstructed nonconforming sign structure and sign face(s) shall either be (1) reconstructed in generally the same location, on the same property where the existing nonconforming sign structure and sign face(s) is located; or (2) reconstructed in generally the same location, on the same property as an existing nonconforming sign and sign face(s) located along I-95 that is to be removed in the course of reconstruction.

(b) A reconstructed sign can only be located on property that abuts Ridgewood Avenue or the I-95 right-of-way, or is within the I-95 right-of-way. A reconstructed sign cannot be located on property within a residential zoning district.

(c) The sign owner shall submit a proposed reconstruction agreement to reconstruct a sign for the city for review.

(d) City Council shall determine whether to approve or deny the proposed reconstruction agreement submitted in accordance with this section; The reconstructed sign shall continue to be a nonconforming sign.

(e) The sign face for a reconstructed sign shall not exceed the square footage of the largest sign face removed as part of the exchange.

(f) Structural components surrounding the reconstructed sign face shall not exceed a size of ten percent of the sign face.

(g) The reconstructed sign may have a sign face with a change copy, and if electronic or digital, the frequency of copy change shall not be less than eight-second intervals, and the maximum transition time between messages shall not exceed one second.

(h) If electronic or digital, the reconstructed sign face, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from

dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.

(i) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the current height of the sign on the same property and same location as the sign being removed.

(j) All new utilities to the reconstructed sign shall be undergrounded.

(k) The non-conforming sign and its sign face(s) being removed as part of the exchange shall be removed prior to the issuance of the building permit to reconstruct a non-conforming sign and its sign face(s), subject to an approved reconstruction agreement.

(~~6~~ g) The casual, temporary, or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such use.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. DCAM-24-0002

LDC TEXT AMENDMENT / CHAPTER 15

REQUEST:	Amend Chapter 15 of the Land Development Code (LDC) to allow a billboard owner to request approval of a reconstruction agreement to allow an existing billboard sign face to be reconstructed with a digital sign face in exchange for removing billboard sign faces within Port Orange and establishes criteria for a reconstructed digital sign face.
APPLICANT:	Lamar Outdoor Advertising
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Not to Approve
PLANNING COMMISSION RECOMMENDATION:	Recommended Approval (July 31, 2025)
PLANNING COMMISSION RECONSIDERATION:	AUGUST 28, 2025
CITY COUNCIL DATE:	September 2, 2025

At the December 2024 Planning Commission meeting, the Planning Commission considered and approved a proposed text amendment allowing a billboard owner to request approval of a reconstruction agreement to replace an existing billboard along I-95 with a digital sign face. In exchange, the owner would be required to remove other billboard sign faces within the City of Port Orange. The amendment also established criteria for digital sign face reconstruction with the goal of reducing the overall number of billboard sign faces and improving visual aesthetics within the city.

Before the City Council reviewed the proposed amendment, the applicant submitted a request to modify their proposal. The revised text amendment expands the eligibility to allow a billboard owner to request reconstruction of a billboard with a digital sign face at the current location of any existing billboard along I-95 or Ridgewood Avenue, still in exchange for the removal of billboard sign faces within Port Orange.

The current version of the applicant's text amendment (July 2025) would permit the reconstruction of any existing billboard within the city, including those along I-95 and Ridgewood Avenue, with a digital sign face (Figure 1). While it still references the removal of

billboard sign faces within the city at a ratio of 2 faces for one digital face, it does not further the goal of removing billboards within the city.

Staff supported the December 2024 text amendment due to its clear benefit in reducing billboards, specially within the city, and enhancing the city's aesthetics. As proposed, the current proposed amendment (July 2025) could allow the reconstruction of a new billboard with digital sign face within the city.



Figure 1. Rendering of a billboard with a LED sign face.

PROPOSED TEXT AMENDMENT:

The applicant requests an amendment to the Land Development Code (LDC), allowing the static sign face on existing billboards to be replaced with a digital sign face. If approved, the amendment would allow the City Council the ability to choose to enter into an agreement with a billboard owner to allow the reconstruction of existing billboards within the City of Port Orange with a digital sign face in exchange for removing other existing billboard sign faces within Port Orange to reduce the number of billboard sign faces within Port Orange. The proposed amendment (Exhibit A) would allow a billboard owner to replace an existing billboard with a digital sign face if at least two static sign faces are removed.

Under the City's current sign regulations, a billboard is a prohibited sign. Furthermore, structural repairs or reconstruction of existing non-conforming signs is not permitted, requiring them to be removed as they become structurally unsound. The applicant has requested this amendment to allow billboard companies to be able to reconstruct some existing billboards with a digital sign face in exchange for eliminating the number of billboard sign faces within the city. According to the applicant, Daytona Beach has a similar code to incentivize the removal of billboard sign faces within their city in exchange for allowing billboards with a digital sign face on I-95. In addition, cities such as Orlando and St. Petersburg have recently

approved ordinances that reduce the number of billboard sign faces or billboards by allowing existing billboards or billboard sign faces in their city to be reconstructed with a digital sign face.

There are 13 billboards or a total of 17 billboard sign faces within Port Orange, and the applicant owns 6 billboards or a total of 10 sign faces (Exhibit B). According to the applicant, if the LDC text amendment is approved, the applicant will submit an agreement for City Council review to allow the removal of four (4) billboard sign faces located north of the intersection of Ridgewood Avenue and Nova Road and the reconstruction of a billboard structure with a digital sign face along I-95 (See Figure 2) and at the intersection of Ridgewood Avenue and Nova Road (See Figure 3) According to the applicant, the proposed billboard along Ridgewood Avenue will feature an LED sign face directed toward northbound traffic. Southbound drivers will see the blank rear side of the sign. Landscaping will be installed at the base and on the north side of the sign to eventually screen the back and enhance the surrounding area (See Figure 4 and Exhibit C).



Figure 2. Billboard along I-95 southbound, at the Dunlawton Avenue/Taylor Road interchange proposed to be rebuilt with a digital sign face.



Figure 3. Existing billboard sign with four sign faces on the east side Ridgewood Avenue, north of Nova Road within Port Orange proposed to be rebuilt with a digital sign face toward northbound traffic.

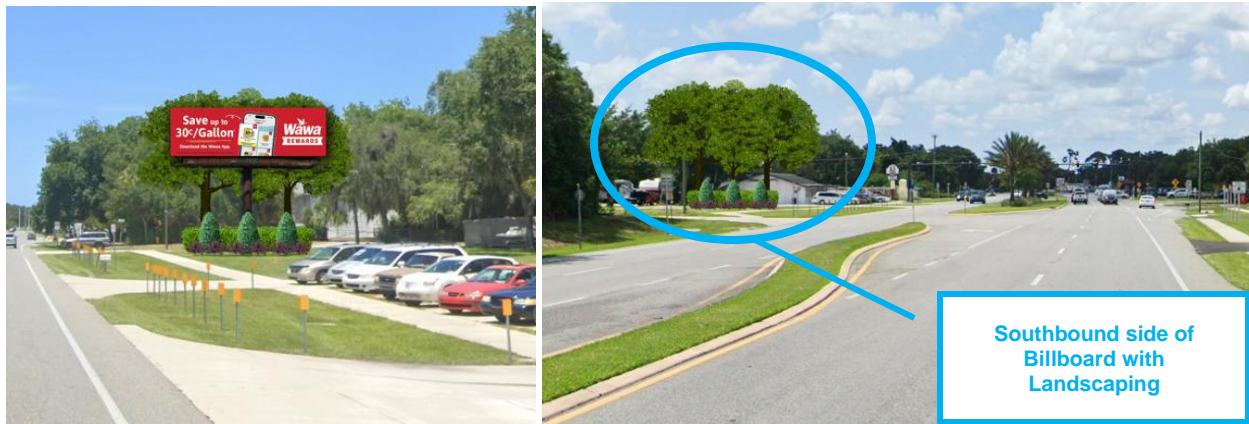


Figure 4. Proposed billboard structure with one LED sign face toward northbound traffic and landscaping and blank panel toward southbound traffic to be rebuilt on the east side of Ridgewood Avenue, north of Nova Road.

The requirements in the applicant's proposed LDC text amendment would be the minimum that a billboard owner would need to meet to replace an existing billboard sign face with a digital sign face, along with criteria for the size, height, brightness, display time, and overall operation.

If approved, the proposed text to be added to Chapter 15 is similar to the LDC text amendment approved in 2009. The 2009 text amendment allowed a billboard owner to request city council approval of a reconstruction agreement to rebuild a billboard in exchange for removing billboards destroyed by fire, flood, explosion, collapse, wind, war, or other catastrophe. The digital billboard located on the east side of the Dunlawton Bridge was built under a reconstruction agreement between the billboard owner and the City of Port Orange.

If the LDC text amendment proposed by the applicant is approved, it will allow for a billboard owner to request an agreement with the city to replace a billboard with a digital sign face at a ratio of removing at least two sign faces for each reconstructed sign face, and the reconstructed sign face will be subject to the following criteria:

1. Only an existing sign along the I-95 corridor can be reconstructed and located on the same property and in the exact location of the current sign.
2. A reconstructed sign can only be located on a property that abuts the I-95 right-of-way and Ridgewood Avenue, within the I-95 right-of-way, and in no case can a reconstructed sign be located on the property with a residential zoning district.
3. The square footage of the sign face for a reconstructed sign face **shall not exceed** that of the largest sign face removed as part of the exchange.
4. Structural components surrounding the reconstructed sign face **shall not exceed** a size of ten percent of the sign face.
5. The reconstructed sign may have a sign face with a changeable copy. If electronic or digital (See - Figure 3 on Page 4), the frequency of copy change shall be at intervals of eight seconds, and the maximum transition time between messages shall not exceed one second.
6. If a reconstructed sign is electronic or digital, it shall comply with the following: high-resolution picture quality with a pixel spacing of 20 millimeters or less.

- The digital sign face shall be high-resolution picture quality with a pixel spacing of 20 millimeters or less.
 - Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color.
 - Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn.
 - Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen.
 - The sign area shall display emergency announcements or alerts, including, but not limited to, Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.
7. The tallest portion of the reconstructed sign, including appurtenances, **shall not exceed** the height of the existing sign being replaced with the reconstructed sign.
 8. All new utilities to the reconstructed sign shall be undergrounded.
 9. A billboard to be removed as part of the exchange, per an approved reconstruction agreement, shall be removed before the building permit to reconstruct a sign is issued.



Figure 3. A billboard along I-95 in Daytona Beach with a digital sign face

In addition to the text proposed by the applicant, city staff also included clean-up items to Chapter 15, Section 14 to remove duplicate code requirements that inadvertently got added more than one time when the sign code was updated in 2021 and to make the existing digital sign face requirements in Section 14 consistent with the digital sign face requirements being proposed.

RECOMMENDATION:

Staff is not recommending approval of the text amendment to Chapter 15 of the Land Development Code as the revised text amendment may not lead to the ultimate removal of billboards within the City of Port Orange.

ATTACHMENTS:

1. Exhibit A – Ordinance No. 2025-19
2. Exhibit B – Billboard locations within Port Orange
3. Exhibit C – Renderings of the proposed Billboard to be rebuilt on the east side of Ridgewood Avenue, north of Nova Road.

Exhibit A

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested for the allowance of the reconstruction and replacement of an existing nonconforming sign structure with sign face(s) larger than 200 square feet in exchange for the permanent removal of other existing sign faces within the City of Port Orange; and

WHEREAS, the proposed amendment will remove duplicate code requirements that were inadvertently added multiple times when the sign code was previously updated; and

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 15, Section 14 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS

Section [14]: Nonconforming signs.

[No changes to subsections (a) and (b)]

(c) Use of a nonconforming sign may be continued, subject to the following regulations:

- (1) No nonconforming sign shall be enlarged or increased in any way from its lawful size at the time it was installed or constructed, nor shall a nonconforming sign be relocated from its lawful location at the time it was installed or constructed.
- (2) Nonconforming signs or sign structures that are considered abandoned signs under this chapter shall not be permitted for reuse.
- (3) Except as authorized in subsections (e)(1) and (f)(1), hereinbelow, ~~Use~~ use of a nonconforming sign shall immediately terminate upon a change of business type, business ownership or business name, regardless of whether property ownership of the lot on which the nonconforming sign is located has been transferred.

[No changes to subsections (4) through (6)]

(d) Normal repairs, maintenance and improvements may be made to nonconforming signs or sign structures; however, the cost of such repairs, maintenance or improvements made during any two-year period shall not exceed 25 percent of the overall replacement cost of the sign or sign structure at the end of the two-year period.

(e) If any nonconforming sign is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair and reconstruction will exceed 50 percent of the overall replacement cost of the sign at the time of damage, it shall not be repaired or reconstructed except in full conformity with the provisions of this code, except as follows:

- (1) A nonconforming offsite sign damaged by catastrophe exceeding 50 percent of the overall replacement cost of the sign may be reconstructed pursuant to the authority set forth in F.S. § 70.20, if the reconstruction agreement complies with all of the requirements set forth as follows:
 - (a) The reconstructed sign shall be located on the same property as the damaged sign.
 - (b) The reconstructed sign shall be located within a commercially zoned district, not including a planned commercial development or a planned unit development zoned district and shall comply with the requirements of this chapter regarding prohibited signs.
 - (c) The sign owner shall submit a proposed agreement for the reconstructed sign to the city for review.
 - (d) City council shall determine whether to approve or deny the proposed agreement submitted in accordance with this section; The reconstructed sign shall be a nonconforming sign.
 - (e) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face
 - (f) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face.
 - (g) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.
 - ~~(h) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - ~~(i) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - (h_j) The reconstructed sign face shall not exceed the square footage of the largest damaged sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.
 - ~~(k) The reconstructed sign face shall not exceed the square footage of the largest sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.~~

- (ii) Structural components surrounding the sign face shall not exceed a size of ten percent of the sign face.
 - (j~~m~~) The reconstructed sign face may change copy and if electronic or digital, the frequency of copy change shall not be less than ~~ten~~ eight second intervals, and the maximum transition time between messages shall not exceed one second.
 - (k~~n~~) The reconstructed sign, if electronic or digital, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.~~The reconstructed sign, if electronic or digital, shall provide a high-quality resolution for the display of not more than eight-millimeter pixel spacing, and shall include dimmers installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness levels of more than 0.3 foot-candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First — ambient light shall be measured with the sign turned off. Second — sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot-candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = $\sqrt{\text{Area of sign square feet} \times 100}$.~~
 - (l~~o~~) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the permitted building height in the commercial district.
 - (m~~p~~) The sign agreement shall not contain any provision that would require the city shall not be required to pay compensation for any sign removed or not rebuilt pursuant to the agreement.
 - (n~~q~~) The reconstructed sign shall comply with setback, landscaping, and architectural standards consistent with the requirements for the construction of a building within the zoning district and applicable design manuals.
- (f) In an effort to reduce the number of nonconforming signs located within the city that have a sign face greater than 200 square feet, an existing nonconforming sign with a sign face greater than 200 square feet may be reconstructed pursuant to the authority set forth in F.S. § 70.20, provided that the number of reconstructed sign faces result in a net reduction

in the number of sign faces greater than 200 square feet within the city and the reconstruction agreement complies with all of the requirements set forth as follows:

(1) Only an existing nonconforming sign with a sign face greater than 200 square-feet located along Ridgewood Avenue or the I-95 corridor can be reconstructed with a new sign face. A new sign face may be reconstructed on a new sign structure in exchange for the removal of at least two (2) sign faces located within the city so long as each sign face to be removed is greater than 200 square-feet. The reconstruction of a nonconforming sign with a new sign face (s) may be in the same location as the removed nonconforming sign and sign face(s). This exchange shall comply with all of the requirements set forth as follows:

(a) The reconstructed nonconforming sign structure and sign face(s) shall either be (1) reconstructed in generally the same location, on the same property where the existing nonconforming sign structure and sign face(s) is located; or (2) reconstructed in generally the same location, on the same property as an existing nonconforming sign and sign face(s) located along I-95 that is to be removed in the course of reconstruction.

(b) A reconstructed sign can only be located on property that abuts Ridgewood Avenue or the I-95 right-of-way, or is within the I-95 right-of-way. A reconstructed sign cannot be located on property within a residential zoning district.

(c) The sign owner shall submit a proposed reconstruction agreement to reconstruct a sign for the city for review.

(d) City Council shall determine whether to approve or deny the proposed reconstruction agreement submitted in accordance with this section; The reconstructed sign shall continue to be a nonconforming sign.

(e) The sign face for a reconstructed sign shall not exceed the square footage of the largest sign face removed as part of the exchange.

(f) Structural components surrounding the reconstructed sign face shall not exceed a size of ten percent of the sign face.

(g) The reconstructed sign may have a sign face with a change copy, and if electronic or digital, the frequency of copy change shall not be less than eight-second intervals, and the maximum transition time between messages shall not exceed one second.

(h) If electronic or digital, the reconstructed sign face, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from

dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.

(i) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the current height of the sign on the same property and same location as the sign being removed.

(j) All new utilities to the reconstructed sign shall be undergrounded.

(k) The non-conforming sign and its sign face(s) being removed as part of the exchange shall be removed prior to the issuance of the building permit to reconstruct a non-conforming sign and its sign face(s), subject to an approved reconstruction agreement.

(6 g) The casual, temporary, or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such use.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

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

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

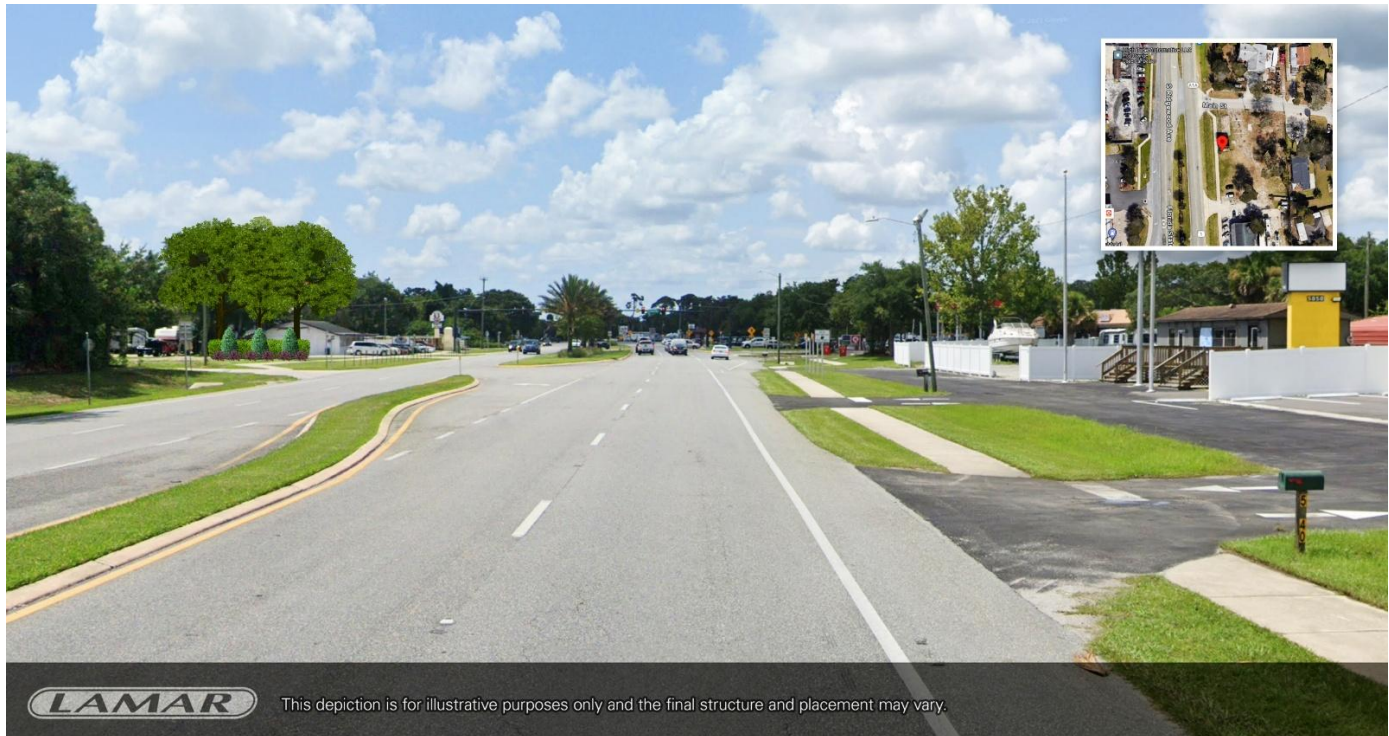
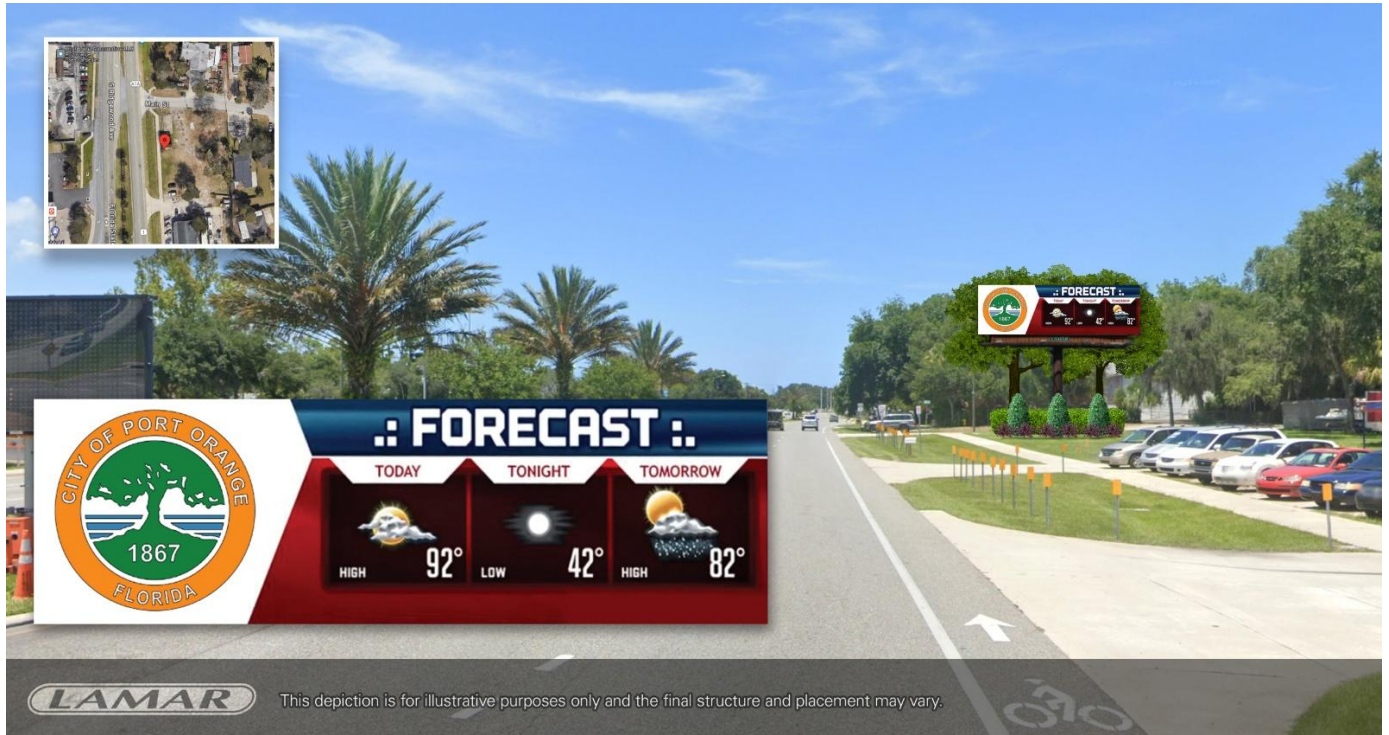
Exhibit B

Existing Billboard Locations with Port Orange



EXHIBIT C







Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.